

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>		1. SOLICITATION NO. W911XK-09-R-0003-0004	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 30-May-2009	PAGE OF PAGES 1 OF 73
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.					
4. CONTRACT NO. W911XK-09-C-0009		5. REQUISITION/PURCHASE REQUEST NO. SEE SCHEDULE		6. PROJECT NO.	
7. ISSUED BY CONTRACTING DIVISION DETROIT DISTRICT, USAED 477 MICHIGAN AVE. DETROIT MI 48226 TEL: (313) 226-5148 FAX: (313) 226-2209		CODE W911XK	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE <div style="text-align: center; font-weight: bold; padding: 10px;">See Item 7</div>		
9. FOR INFORMATION CALL:	A. NAME DARRYL K WILLIAMS		B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> (313) 226-3648		
SOLICITATION					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i> FY09 HVAC Improvements at the Veterans Ann Arbor, location. This project is an 8(a) program set-aside. The NAICS code is 236220. The Business Size Standard is \$33,500,000.00. The estimated cost range is \$100,000.00 and \$250,000.00.					
11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>267</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See _____.)</i>					
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				12B. CALENDAR DAYS	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>10:00 AM</u> <i>(hour)</i> local time <u>17 Feb 2009</u> <i>(date)</i> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.					

SOLICITATION, OFFER, AND AWARD (Continued) <i>(Construction, Alteration, or Repair)</i>										
OFFER (Must be fully completed by offeror)										
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i> ROCK INDUSTRIES INC. DAVID A CYPHER 340 ROCKWELL AVENUE PONTIAC MI 48341					15. TELEPHONE NO. <i>(Include area code)</i> (248) 338-2800					
CODE 3MPN1					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14					
FACILITY CODE 3MPN1										
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>										
AMOUNTS		SEE SCHEDULE OF PRICES								
18. The offeror agrees to furnish any required performance and payment bonds.										
19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>										
AMENDMENT NO.										
DATE										
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE				20C. OFFER DATE	
AWARD (To be completed by Government)										
21. ITEMS ACCEPTED: <div style="font-size: 24pt; font-weight: bold; margin-top: 10px;">SEE SCHEDULE</div>										
22. AMOUNT \$1,088,360.31		23. ACCOUNTING AND APPROPRIATION DATA See Schedule								
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>				ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)					
26. ADMINISTERED BY			CODE		27. PAYMENT WILL BE MADE BY: CODE 964145 USACE FINANCE & ACCOUNTING CENTER 5722 INTEGRITY AVENUE MILLINGTON TN 38054					
See Item 7										
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE										
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.					
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i> MARILYN R HILL / Added by SUMI					
30B. SIGNATURE			30C. DATE		TEL: (313) 226-5148 EMAIL: marilyn.r.hill@lre.usace.army.mil					
31B. UNITED STATES OF AMERICA BY					31C. AWARD DATE 30-May-2009					

Section 00010 - Solicitation Contract Form

SCOPE OF WORK

Solicitation Amendment No. 0003
For Solicitation No. W911XK-09-R-0003
FY09 HVAC Improvements at the VA – Ann Arbor,
Michigan

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CHANGES TO THE SPECIFICATIONS

SECTION 00 01 15 LIST OF DRAWING SHEETS

DELETE: 2nd FLOOR – DENTAL OFFICE WORK AREA

- 6 DENTAL OFFICE WORK AREA - 2nd FLOOR PLAN
- 7 DENTAL OFFICE WORK AREA 2nd FLOOR PLAN-MECHANICAL
- 8 DENTAL OFFICE WORK AREA 2ND FLOOR PLAN-ELECTRICAL
- 9 DENTAL OFFICE WORK AREA 2ND FLOOR PLAN-HVAC
- 10 CANTEEN WOK AREA 3RD FLOOR PLAN
- 11 CANTEEN WORK AREA 3RD FLOOR PLAN – MECHANICAL
- 12 CANTEEN WORK AREA 3RD FLOOR PLAN – ELECTRICAL
- 13 CANTEEN WORK AREA 3RD FLOOR PLAN - HVAC

**ADD: 2nd FLOOR – DENTAL AND AMBULATORY CARE OFFICE
WORK AREA**

- 6 DENTAL OFFICE AND AMBULATORY CARE WORK AREA - 2nd FLOOR PLAN

7 DENTAL OFFICE AND AMBULATORY CARE WORK AREA 2ND FLOOR PLAN-
MECHANICAL

8 DENTAL OFFICE AND AMBULATORY CARE WORK AREA 2ND FLOOR PLAN-
ELECTRICAL

9 DENTAL OFFICE AND AMBULATORY CARE WORK AREA 2ND FLOOR PLAN-
HVAC

10 CANTEEN WOK AREA 3RD FLOOR PLAN

11 CANTEEN WORK AREA 3RD FLOOR PLAN – MECHANICAL

12 CANTEEN WORK AREA 3RD FLOOR PLAN – ELECTRICAL

13 CANTEEN WORK AREA 3RD FLOOR PLAN – HVAC

ADD: 1ST FLOOR – DERMATOLOGY CLINIC ADMINISTRATIVE OFFICES

18 DERMATOLOGY CLINIC ADMINISTRATIVE OFFICES 1ST FLOOR PLAN –
WORK AREA

19 DERMATOLOGY CLINIC ADMINISTRATIVE OFFICE 1ST FLOOR PLAN –
MECHANICAL

20 DERMATOLOGY CLINIC ADMINISTRATIVE OFFICE 1ST FLOOR PLAN –
ELECTRICAL

21 DERMATOLOGY CLINIC ADMINISTRATIVE OFFICE 1ST FLOOR PLAN- HVAC

SECTION 01 22 00.00 10 MEASUREMENT AND PAYMENT

ADD: Paragraphs

1.2.10 OPTIONAL WORK - Design of the Ambulatory Care Area (Item No. 0010)

1.2.10.1 Payment

Payment will be made for costs associated with the design of the Ambulatory Care Area.

1.2.10.2 Unit of Measure

Unit of measure: Lump sum.

1.2.11 OPTIONAL WORK - Construction of Ambulatory Care Area (Item No. 0011)

1.2.11.1 Payment

Payment will be made for costs associated with the construction of the Ambulatory Care Area.

1.2.11.2 Unit of Measure

Unit of measure: Lump sum.

1.2.12 OPTIONAL WORK - Design of the Dermatology and Administrative Offices Areas (Item No. 0012)

1.2.12.1 Payment

Payment will be made for costs associated with the design of the Dermatology and Administrative Offices Area.

1.2.12.2 Unit of Measure

Unit of measure: Lump sum.

1.2.13 OPTIONAL WORK - Construction of Dermatology and Administrative Offices Areas (Item No. 0013)

1.2.13.1 Payment

Payment will be made for costs associated with the construction of the Dermatology and Administrative Offices Areas.

1.2.13.2 Unit of Measure

Unit of measure: Lump sum.

SECTION 01 03 00.00 06
DESIGN SUBMISSION REQUIREMENTS AFTER AWARD

DELETE: Paragraph 1.4.1 SCOPE OF WORK

ADD: Paragraph 1.4.4 SCOPE OF WORK

PREBID SITE VISIT: Within 15 days of receipt of the Request for Proposal the Design Build firm shall coordinate a site visit with the VA Facility Engineer and Corps of Engineers to view the site and discuss the Scope of Work.

MOBILIZATION PLAN: Prior to the start of Construction, the Design Build firm shall submit a site plan showing locations and dimensions of temporary facilities (including layout and details, equipment, and materials storage areas, avenues of ingress and egress to the work areas and work/storage areas. Identify any areas which may have to be graveled to prevent the tracking of mud. Indicate if the use of supplemental or other staging areas is desired. Show locations of safety and construction fences, site trailers, construction entrances, trash dumpsters, and working parking areas.

This paragraph summarizes the required Design and Construction work.

Immediately after issuance of the Request for Proposal, the Design Build firm shall coordinate an on-site meeting with the Corps of Engineers COR and VA to walk thru and inspect the identified work areas and discuss the scope of work.

The general intent of this project is to have the contractor replace a number of air handlers and cooling units at this facility. The existing units this facility is seeking to replace are as follows:

- a. Dental Air handler:
 - One (1) 10-ton DX system with R-22. Air Handler, Condenser, and Compressor.
- b. Bio-Med air handler:
 - One (1) 15-ton air handler with chilled water coil and steam coil. Existing Pneumatics to be replaced.
- c. Canteen:
 - One (1) 10-ton DX system with R-22 Condenser and Compressor and Air Handler (roof-top).
 - One (1) 15-ton DX system with R-22 Condenser and Compressor and Air Handler (roof-top).
 - Two (2) 5-ton Compressors, Condenser, Evaporator with R-12, which

supports the four (4) walk-in coolers. Note that insulation in walk in coolers contains asbestos.

NOTE: There is asbestos located on the interior finish of the Canteen walk-in coolers. Asbestos test results are attached as Appendix A. Since we are only replacing the mechanical system and not the cooler box itself, we do not anticipate disturbing the asbestos. The design build firm is not to disturb the asbestos. The Design Build firm will have to use existing sleeves for its replacement piping and no new drilling is allowed through the walls.

- d. 9th floor air handler and DX system plus cooling tower.
 - One (1) 20-ton R-12 DX system with a water cooled condenser and cooling tower serving infectious disease and others.

The work required includes preparation of a Design Document Report (DDR) and Plans & Specifications (P&S) for air handling and cooling units at the Ann Arbor, Michigan VA Hospital Facility. The new air handling units shall have the following characteristics:

- a. Premium efficiency models.
- b. Premium efficiency motors for supply and return air fans.
- c. VFD drives on supply and return air fan motors.
- d. 100% economizer with enthalpy controls.
- e. Digital controls tied into the facilities Siemens APOGEE system, no pneumatic controls on the new units shall be accepted.
- f. Separate coils for heating and cooling.

All new controls shall be DDC. The new system shall be fully capable of interfacing with our existing Siemens Apogee System. The Siemens Apogee System shall perform the following with the new Air handlers and Compressor Condenser sets. The existing APOGEE building Management system is fully networked.

- a. Start/stop controls for each air handler.
- b. Start/stop control for each compressor condenser set.
- c. The status of each air handler, supply and return air fan. (include point for status of fire alarm contact related to the new duct mounted smoke detector).
- d. The status of the chiller/condenser associated with each air handler. (include point for status of fire alarm contact related to the new duct mounted smoke detector).

- e. The discharge air temp.
- f. The humidity of discharge air.
- g. Static pressure.
- h. The return air temp.
- i. The humidity of return air.
- j. Exterior air temp.
- k. Exterior humidity.
- l. Mixed air temp.
- m. % Load on compressor condenser set.
- n. Relative damper position indicators (Exhaust, Mixing, Outside Air) View and Override.
- o. Indicator for Enthalpy Control Value.
- p. The status of the unit humidifier (Start/Stop as well).
- q. Status of thermal recovery system (Start/Stop as well).
- r. Alarm status of air handler.
- s. Alarm status of chiller.
- t. Unit shutdown on activation of the fire alarm.
- u. Automatic air handler restart after power loss or other form of automated shutdown once faults have cleared.
 - v. Automatic compressor condenser set restart after power loss or other form of automated shutdown once faults have cleared.
- w. Floor plan showing locations of air handler and chiller.

Work must be scheduled and structured to limit any equipment downtimes for existing systems. Equipment shutdowns must be scheduled at least 4 weeks in advance.

AMENDMENT 0003:

- New HVAC locations are added as **OPTIONAL WORK** to the original Request for Proposal, dated 5 December 2008, Section 01 03 00;

The two (2) additional HVAC upgrade locations, (1) 2nd Floor Ambulatory Care Area and (2) 1st Floor Dermatology and Administrative Offices, are added to the Original Solicitation, W911XK-09-R-0003, dated 5 December 2008, which included HVAC upgrade work at the Dental Lab, Bio-Med Office, Canteen, and 9th Floor Systems.

REQUIRED WORK.

With the addition of the 2 new work locations, the estimated Cost Range will be increased to \$ 500,000 to \$ 1,000,000.

All Veterans Affairs (VA) standards, design criteria, and specification requirements, reviews, and submittals described in the original Solicitation W911XK-09-R-0003, issued 5 December 2008, apply to the additional work at both locations, including special emphasis on energy efficiency and meeting VA design standards and other industry standards such as the American Society of Hospital Engineers (ASHE).

Follow VA HVAC Design Manual for New Hospitals, Replacement Hospitals, Ambulatory Care, Clinical Additions, Energy Centers, Outpatient Clinics, Animal Research Facilities, and Laboratory Buildings, dated February 2008. VA standards and design criteria can be found at <http://www.va.gov/facmgt/standard/manuals>.

ADDED OPTIONAL WORK:

1) Optional Design/Construction Work Location 1 - Ambulatory Care Area HVAC 506-09-157

The required work is to replace the existing Heating, Ventilation, and Air Conditioning (HVAC) system located in the Ambulatory Care area, which is on the 2nd floor of Building 1-West (B2 North). This area is currently serviced by overhead fan coil units and under-window steam radiators.

The required work involves removal of the existing fan coil units including all associated piping and electrical service and conditioning the space through the use of a central air handler. Under-window steam radiators shall not be removed, but only serviced with new traps. The Design Build firm shall make architectural repairs as necessary to the walls and ceiling where existing systems have been removed.

The following shall be considered or evaluated during Design:

- Reconfiguration of ACT grid depending on ceiling structural member clearances;
- Demolition of “hard” ceiling in an area referred to as an “abandon stair well”;
- Removal of existing Fan Coil units;
- Servicing (traps) of existing steam heating window units;
- VAV’s and Controls;
- Evaluate whether or not a Trane air handler located in the 5th floor mechanical room is of sufficient size to add the Ambulatory Care Area distribution system;
- Evaluate whether or not to replace the decommissioned air handler adjacent to the Trane unit on 5th floor, which previously serviced the Ambulatory Area. Existing supply ductwork feeds this unit down to the 2nd floor. New return air duct will need to be added from the Ambulatory Area.

- Installation of a new distribution system with controls and VAV/Terminal units throughout Ambulatory Areas is believed to be necessary. This will require the reconfiguration of portions of the existing ACT/grid.
- VA has indicated that VAV/Terminal units will have hot water coils installed without hookup to water at time of contract performance. This will allow the system to be easily modified in the future for re-heat.
- Review of 2nd floor Ambulatory Care area floor plan and CFM requirements are needed to determine if capacity can be met with existing unit.

The proposed installation shall include new Siemens Apogee DDC controls compatible with and integrated into the existing building management system. The Siemens Apogee System shall perform the following with the new Air handler. The existing APOGEE building Management system is fully networked.

- a. Start/stop controls for each air handler.
- b. The status of each operational component of the system to include all status points related to the air handler, supply and return air fans. (include points for status of fire alarm contact related to new duct mounted smoke detector/s).
- c. The discharge air temp.
- d. The humidity of discharge air.
- e. Static pressure.
- f. The return air temp.
- g. The humidity of return air.
- h. Exterior air temp.
- i. Exterior humidity.
- j. Mixed air temp.
- k. Relative damper position indicators (Exhaust, Mixing, Outside Air) View and Override.
- l. Indicator for Enthalpy Control Value.
- m. The status of the unit humidifier (Start/Stop as well).
- n. Alarm status of air handler.
- o. Unit shutdown on activation of the fire alarm.
- p. Automatic air handler restart after power loss or other form of automated shutdown once faults have cleared.
- q. Floor plan showing locations of air handler and chiller.

Work must be scheduled and structured to limit any equipment downtimes for existing systems. Equipment shutdowns must be scheduled at least 4 weeks in advance.

2) Optional Design/Construction Work Location 2 - Replace Deficient Dermatology and Administrative HVAC Ductwork 506-09-120.

It is the intent to evaluate the system and recommend a replacement HVAC ductwork and distribution system.

The required work area is located in the Dermatology and Administrative Office area, which is on the 1st floor of Building 1-West (B1 North). This area is currently serviced by a new roof mounted air handler. The area distribution was never replaced. Best case would be to install a VAV system with VFD on the supply and return motor. The Design Firm shall do a system evaluation and make recommendations prior to proceeding with final design.

The required work includes removal of the existing ductwork, hangers, supply and return diffusers, etc. The Design Build firm shall make architectural repairs to the walls and ceiling where existing systems have been removed.

The following shall be considered and evaluated during Design:

- Installation of a new branch distribution system with controls and VAV/Terminal units throughout Dermatology Clinic and Administrative Offices will be necessary. Main ducts do not have to be replaced if properly sized;
- Main and supply ducts were found to extend beyond the Dermatology Clinic into the Administrative offices to the West of the Clinic (about 16 offices);
- VA has indicated that VAV/Terminal units will have not hot water coils installed without hookup to water at time of contract performance. This will allow the system to be easily modified in the future for re-heat;
- Heavy re-working of branch lines and hallway will likely require replacement of significant portions of ACT's and Grid;
- Approximately 14 VAV's and Controls are believed to be needed. Generally, groups of about 4 offices will have a VAV Control;
- Floor plan and CFM requirements shall be obtained to determine appropriate distribution;
- Existing air handler cut sheet data shall be obtained for design.
- Due to occupancy of the area during daytime hours, Monday thru Friday, construction will likely be required during Afternoon/Weekend hours.

The proposed installation shall include new Siemens Apogee DDC controls compatible with and integrated into the existing building management system. The Siemens Apogee System shall perform the following with the new Air handler. The existing APOGEE building Management system is fully networked.

- a. Full control of each VAV box.
- b. Control of supply and mixing valves at each VAV box.
- c. Room temperature status through area stats.

Work must be scheduled and structured to limit any equipment downtimes for existing systems.

Equipment shutdowns must be scheduled at least 4 weeks in advance.

CHANGES TO THE DRAWING

As shown in Revised SECTION 00 01 15 -LIST OF DRAWINGS SHEETS

END OF AMENDMENT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	VA ANN ARBOR FFP Mobilization/Demobilization FOB: Destination MILSTRIP: W56MES90569641 PURCHASE REQUEST NUMBER: W56MES90569641	1	Lump Sum	\$4,500.00	\$4,500.00
NET AMT					\$4,500.00
ACRN AA CIN: W56MES905696410001					\$4,500.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Lump Sum	\$4,698.00	\$4,698.00
	VA ANN ARBOR				
	FFP				
	Design Dental Air Handler				
	FOB: Destination				
	MILSTRIP: W56MES90569641				
	PURCHASE REQUEST NUMBER: W56MES90569641				

NET AMT	\$4,698.00
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ACRN AA	\$4,698.00
CIN: 00000000000000000000000000000000	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lump Sum	\$95,010.70	\$95,010.70
	VA ANN ARBOR				
	FFP				
	Construction of Dental Air Handler				
	FOB: Destination				
	MILSTRIP: W56MES90569641				
	PURCHASE REQUEST NUMBER: W56MES90569641				

NET AMT	\$95,010.70
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ACRN AA	\$95,010.70
CIN: 00000000000000000000000000000000	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Lump Sum	\$6,125.00	\$6,125.00
	VA ANN ARBOR HVAC FFP Design of Bio-Med Air Handler FOB: Destination MILSTRIP: W56MES90569643 PURCHASE REQUEST NUMBER: W56MES90569643				
				NET AMT	\$6,125.00
	ACRN AB CIN: W56MES905696430001				\$6,125.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Lump Sum	\$124,180.47	\$124,180.47
	VA ANN ARBOR HVAC FFP Construction of Bio-Med Air Handler FOB: Destination MILSTRIP: W56MES90569643 PURCHASE REQUEST NUMBER: W56MES90569643				
				NET AMT	\$124,180.47
	ACRN AB CIN: 000000000000000000000000000000				\$124,180.47

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	VA ANN ARBOR HVAC FFP Design of Canteen System FOB: Destination MILSTRIP: W56MES90569636 PURCHASE REQUEST NUMBER: W56MES90569636	1	Lump Sum	\$8,043.00	\$8,043.00

NET AMT	\$8,043.00
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ACRN AC CIN: W56MES905696360001	\$8,043.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	VA ANN ARBOR HVAC FFP Construction of Canteen System FOB: Destination MILSTRIP: W56MES90569636 PURCHASE REQUEST NUMBER: W56MES90569636	1	Lump Sum	\$162,288.00	\$162,288.00

NET AMT	\$162,288.00
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ACRN AC CIN: W56MES905696360002	\$162,288.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	VA ANN ARBOR HVAC FFP Design of 9th Floor System FOB: Destination MILSTRIP: W56MES90569636 PURCHASE REQUEST NUMBER: W56MES90569636	1	Lump Sum	\$9,088.00	\$9,088.00

NET AMT	\$9,088.00
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ACRN AD	\$9,088.00
CIN: 00000000000000000000000000000000	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	VA ANN ARBOR HVAC FFP Construction of 9th Floor System FOB: Destination MILSTRIP: W56MES90569636 PURCHASE REQUEST NUMBER: W56MES90569636	1	Lump Sum	\$183,590.44	\$183,590.44

NET AMT	\$183,590.44
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ACRN AD	\$183,590.44
CIN: 00000000000000000000000000000000	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	VA ANN ARBOR HVAC FFP Design of the Ambulatory Care Area FOB: Destination MILSTRIP: W56MES90569636 PURCHASE REQUEST NUMBER: W56MES90569636	1	Lump Sum	\$14,343.00	\$14,343.00

NET AMT	\$14,343.00
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ACRN AD	\$14,343.00
CIN: 00000000000000000000000000000000	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	VA ANN ARBOR HVAC FFP Construction of the Ambulatory Care Area FOB: Destination MILSTRIP: W56MES90569636 PURCHASE REQUEST NUMBER: W56MES90569636	1	Lump Sum	\$291,096.49	\$291,096.49

NET AMT	\$291,096.49
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ACRN AD	\$291,096.49
CIN: 00000000000000000000000000000000	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	VA ANN ARBOR HVAC FFP Design of the Dermatology and Administration Offices Area FOB: Destination MILSTRIP: W56MES90569636 PURCHASE REQUEST NUMBER: W56MES90569641	1	Lump Sum	\$8,662.00	\$8,662.00

NET AMT	\$8,662.00
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ACRN AD	\$8,662.00
CIN: 00000000000000000000000000000000	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	VA ANN ARBOR HVAC FFP Construction of the Dermatology and Adminstration Offices Area FOB: Destination MILSTRIP: W56MES90569636 PURCHASE REQUEST NUMBER: W56MES90569636	1	Lump Sum	\$176,735.21	\$176,735.21

NET AMT	\$176,735.21
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ACRN AD	\$176,735.21
CIN: 00000000000000000000000000000000	

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis -Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997

52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment Bonds--Construction	NOV 2006
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-27	Prompt Payment for Construction Contracts	SEP 2005
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-23	Responsibility of the Architect-Engine Contractor	APR 1984
52.236-25	Requirements for Registration of Designers	JUN 2003
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.247-34	F.O.B. Destination	NOV 1991
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	MAY 2004
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2004
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7012	Preference For Certain Domestic Commodities	MAR 2008
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals -Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998

252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

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52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE 2007)

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code 236220- assigned to contract number .

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by topographic.

(b) Weather conditions: The Contractor shall investigate and satisfy itself as to all hazards likely to arise from weather conditions during the performance of its work.

(c) Transportation facilities: The Contractor shall investigate and obtain the necessary information and data as to the availability and use of access roads, highways and railroad facilities to the work site. The Contractor shall obtain necessary permits to operate on or cross public highways, roads and railroads.

(d) Use of Project Site: Project are usage is at the Contractor's risk. The Contractor shall be responsible for damages that may be suffered due to its operations. See technical specifications and drawings for additional information physical data.

(End of clause)

52.236-24 WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984)

The extent and character of the work to be done by the Contractor shall be subject to the general oversight, supervision, direction, control, and approval of the Contracting Officer.

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.219-7009 SECTION 8(A) DIRECT AWARD (SEP 2007)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

Michigan District Office, 477 Michigan Ave, Ste 515, Detroit, MI 48226

b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
 - (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.
- (d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

The drawings below accompanying the specification as part of the contract.

Drawing No.

Title

DEPARTMENT OF VETERANS AFFAIRS
ANN ARBOR HOSPITAL
2215 FULLER ROAD
ANN ARBOR, MICHIGAN 48105

- | | |
|---|------------------------------------------------------|
| 1 | COVER SHEET |
| 2 | BIO MED WORK AREA - BASEMENT FLOOR PLAN |
| 3 | BIO MED WORK AREA - BASEMENT FLOOR PLAN - MECHANICAL |
| 4 | BIO MED WORK AREA - BASEMENT FLOOR PLAN – ELECTRICAL |
| 5 | BIO MED WORK AREA - BASEMENT FLOOR PLAN - HVAC |

- 6 DENTAL OFFICE WORK AREA - 2nd FLOOR PLAN
- 7 DENTAL OFFICE WORK AREA - 2nd FLOOR PLAN - MECHANICAL
- 8 DENTAL OFFICE WORK AREA - 2ND FLOOR PLAN – ELECTRICAL
- 9 DENTAL OFFICE WORK AREA - 2ND FLOOR PLAN - HVAC
- 10 CANTEEN WORK AREA -3RD FLOOR PLAN
- 11 CANTEEN WORK AREA 3RD FLOOR PLAN - MECHANICAL
- 12 CANTEEN WORK AREA 3RD FLOOR PLAN – ELECTRICAL
- 13 CANTEEN WORK AREA 3rd FLOOR PLAN - HVAC
- 14 9TH FLOOR WORK AREA – 9th FLOOR PLAN
- 15 9TH FLOOR WORK AREA - 9th FLOOR PLAN MECHANICAL
- 16 9TH FLOOR WORK AREA – 9th FLOOR PLAN ELECTRICAL
- 17 9TH FLOOR WORK AREA - 9th FLOOR PLAN HVAC

(End of clause)

Section 00800 - Special Contract Requirements

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31220000 082427 32300JGD62099990 NA 96203
 AMOUNT: \$104,208.70
 CIN 00000000000000000000000000000000: \$99,708.70
 CIN W56MES905696410001: \$4,500.00

AB: 96X31220000 082427 3230LGD961099990 NA 96203
 AMOUNT: \$130,305.47
 CIN 00000000000000000000000000000000: \$124,180.47
 CIN W56MES905696430001: \$6,125.00

AC: 96X31220000 082427 32304111KH099990 NA 96203
 AMOUNT: \$170,331.00
 CIN W56MES905696360001: \$8,043.00
 CIN W56MES905696360002: \$162,288.00

AD: 96X31220000 082427 3230DLFC85099990 NA 96203
 AMOUNT: \$683,515.14
 CIN 00000000000000000000000000000000: \$683,515.14

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52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 15 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 267 calendar days after receipt of the notice to proceed. * The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$752 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

Security Contract Language for all Corps of Engineers' Unclassified Contracts (PIL 2003-06, 19 Feb 03)

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (*to include grants, cooperative agreements and task orders*) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the USACE Detroit District Security Officer within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the USACE Detroit District Security Officer. For those contractors that do not have a CAGE Code or Facility Security Clearance, the USACE Detroit District Security Office will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

(End of Clause)

DESIGN BUILD CLAUSES

SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

1.0 GENERAL

- 1.1. REFERENCES - NOT USED
- 1.2. DESIGN/BUILD CONTRACT - ORDER OF PRECEDENCE (AUG 97)
- 1.3. PROPOSED BETTERMENTS (AUG 97)

- 1.4. SELF-PERFORMANCE OF WORK BY THE PRIME CONTRACTOR (MAR 06)
- 1.5. PARTNERING (AUG 97)
- 1.6. KEY PERSONNEL, SUBCONTRACTORS AND OUTSIDE ASSOCIATES OR CONSULTANTS (MAY 2006)
- 1.7. RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN (MAY 02)
- 1.8. WARRANTY OF DESIGN (FIRM-FIXED PRICE DESIGN-BUILD CONTRACT) (MAY 02)
- 1.9. CONSTRUCTOR'S ROLE DURING DESIGN (JUN 98)
- 1.10. VALUE ENGINEERING AFTER AWARD (JUNE 99)
- 1.11. DEVIATING FROM THE ACCEPTED DESIGN (JUN 02)
- 1.12. GOVERNMENT-FURNISHED RFP DRAWINGS, SURVEYS AND SPECIFICATIONS (JUL 02)
- 1.13. GOVERNMENT-FURNISHED SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (JUL 03)
- 1.14. GOVERNMENT RE-USE OF DESIGN (MAY 06)
- 1.15. ADDITIONAL MONTHLY INCENTIVE PROGRESS PAYMENT (MAY 06)
- 1.16. US ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL (MAR 06)
- 1.17. SITE SAFETY AND HEALTH OFFICER REQUIREMENTS AND QUALIFICATIONS (DEC 06)
- 1.18. AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
- 1.21. WAGE RATES
- 1.22. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER. ER 415-1-15
(31 OCT 89) 2 January 1991
- 1.23. SCAFFOLDING
- 1.24. WORK SCHEDULING
- 1.25. UNAUTHORIZED PERSONNEL
- 1.26. HAZARDOUS MATERIAL USAGE
- 1.27. HAZARDOUS WASTE
- 1.28. SECURITY REQUIREMENTS
- 1.29. STORAGE
- 1.30. TRANSPORTATION, HANDLING AND STORAGE
- 1.31. WEATHER PROTECTION AND TEMPORARY HEATING
- 1.32. DAMAGES, REPAIRS
- 1.33. SPECIAL CONDITIONS
- 1.34. SOLID WASTE MANAGEMENT
- 1.35. AIR EMISSIONS
- 1.36. ENVIRONMENTAL MANAGEMENT SYSTEM (EMS)
- 1.37. COORDINATION WITH GOVERNMENT ACTIVITIES
- 1.38. GREEN PROCUREMENT & POLLUTION PREVENTION

1.39 SMOKING POLICY

1.40 SPILL CONTORL and RESPONSE

2.0 PRODUCTS NOT USED

3.0 EXECUTION NOT USED

1.0 GENERAL**1.1 REFERENCES - NOT USED****1.2 DESIGN/BUILD CONTRACT - ORDER OF PRECEDENCE (AUG 97)**

- (a) The contract includes the standard contract clauses and schedules current at the time of contract award. It entails (1) the solicitation in its entirety, including all drawings, cuts, and illustrations, and any amendments, and (2) the successful offeror's accepted proposal. The contract constitutes and defines the entire agreement between the Contractor and the Government. No documentation shall be omitted which in any way bears upon the terms of that agreement.
- (b) In the event of conflict or inconsistency between any of the provisions of this contract, precedence shall be given in the following order:
 - (1) Betterments: Any portions of the accepted proposal which both conform to and exceed the provisions of the solicitation.
 - (2) The provisions of the solicitations. (See also contract Clause: 52.236- 21, ***SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION.***)
 - (3) All other provisions of the accepted proposal.
 - (4) Any design products including, but not limited to, plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are "deliverables" under the contract and are not part of the contract itself. Design products must conform to all provisions of the contract, in the order of precedence herein.

1.3 PROPOSED BETTERMENTS (AUG 97)

- (a) The minimum requirements of the contract are identified in the Request for Proposal. All betterments offered in the proposal become a requirement of the awarded contract.
- (b) "Betterment" is defined as any component or system which exceeds the minimum requirements stated in the Request for Proposal. This includes all betterments identified in the proposal and/or all Government identified betterments.

1.4 SELF-PERFORMANCE OF WORK BY THE PRIME CONTRACTOR (MAR 06)

- (a) The following describes the applicable clause or requirement for self-performance of work by the Contractor, depending upon the type of solicitation (e.g., unrestricted or full or partial set-aside) and/or whether or not a price evaluation preference was provided for in the source selection evaluation.
- (b) Contract Clause 52.219-14, ***LIMITATIONS ON SUBCONTRACTING***, is the applicable requirement for awards to small business concerns for solicitations that were fully or partially set-aside for Small Business, 8(a), or award to a small disadvantaged business (SDB) concern on an unrestricted procurement where an SDB concern has claimed a price evaluation preference (but see next paragraph for suspension of the SDB price preference).

1.5 PARTNERING (AUG 97)

In order to most effectively accomplish this contract, the Government proposes to form a partnership with the Contractor to develop a cohesive building team. It is anticipated that this partnership would

involve the Corps of Engineers, the Contractor, primary subcontractors and the designers. This partnership would strive to develop a cooperative management team drawing on the strengths of each team member in an effort to achieve a quality project within budget and on schedule. This partnership would be bilateral in membership and participation will be totally voluntary. All costs, excluding labor and travel expenses, shall be shared equally between the Government and the Contractor. The Contractor and Government shall be responsible for their own labor and travel costs.

1.6 KEY PERSONNEL, SUBCONTRACTORS AND OUTSIDE ASSOCIATES OR CONSULTANTS (MAY 2006)

In connection with this contract, any in-house personnel, subcontractors, and outside associates or consultants will be limited to individuals or firms that were specifically identified in the Contractor's accepted proposal. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these designated in-house personnel, subcontractors, associates, or consultants. If the Contractor proposes a substitution, it shall submit the same type of information that was submitted in the accepted proposal to the Contracting Officer for evaluation and approval. The level of qualifications and experience submitted in the accepted proposal or that required by the Solicitation, whichever is greater, is the minimum standard for any substitution.

1 RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN (MAY 02)

- (a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other non-construction services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services and perform any necessary rework or modifications, including any damage to real or personal property, resulting from the design error or omission.
- (b) The standard of care for all design services performed under this agreement shall be the care and skill ordinarily used by members of the architectural or engineering professions practicing under similar conditions at the same time and locality. Notwithstanding the above, in the event that the contract specifies that portions of the Work be performed in accordance with a performance standard, the design services shall be performed so as to achieve such standards.
- (c) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract. The Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of these services furnished under this contract.
- (d) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.
- (e) If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

2 WARRANTY OF DESIGN (FIRM-FIXED PRICE DESIGN-BUILD CONTRACT) (MAY 02)

- (a) The Contractor warrants that the design shall be performed in accordance with the Contract requirements. Design and design related construction not conforming to the Contract requirements shall be corrected at no additional cost to the Government. The standard of care for design is defined in paragraph (b) of Special Contract Requirement **RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN**.

- (b) The period of this warranty shall commence upon final completion and the Government's acceptance of the work, or in the case of the Government's beneficial occupancy of all or part of the work for its convenience, prior to final completion and acceptance, at the time of such occupancy.
- (c) This design warranty shall be effective from the above event through the Statute of Limitations and Statute of Repose, as applicable to the state that the project is located in.
- (d) The rights and remedies of the Government provided for under this clause are in addition to any other rights and remedies provided in this contract or by law.

3 CONSTRUCTOR'S ROLE DURING DESIGN (JUN 98)

The Contractor's construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this contract. In addition to the typical required construction activities, the constructor's involvement includes, but is not limited to actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fast-tracking design and construction (within the limits allowed in the contract), ensuring constructability and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the construction QC program with the design QC program, and maintaining and providing the design team with accurate, up-to-date redline and as-built documentation. The Contractor shall require and manage the active involvement of key trade subcontractors in the above activities.

4 VALUE ENGINEERING AFTER AWARD (JUNE 99)

- (a) In reference to Contract Clause 52.248-3, **VALUE ENGINEERING - CONSTRUCTION**, the Government may refuse to entertain a "Value Engineering Change Proposal" (VECP) for those "performance oriented" aspects of the Solicitation documents which were addressed in the Contractor's accepted contract proposal and which were evaluated in competition with other offerors for award of this contract.
- (b) The Government may consider a VECP for those "prescriptive" aspects of the Solicitation documents, not addressed in the Contractor's accepted contract proposal or addressed but evaluated only for minimum conformance with the Solicitation requirements.
- (c) For purposes of this clause, the term "performance oriented" refers to those aspects of the design criteria or other contract requirements which allow the Offeror or Contractor certain latitude, choice of and flexibility to propose in its accepted contract offer a choice of design, technical approach, design solution, construction approach or other approach to fulfill the contract requirements. Such requirements generally tend to be expressed in terms of functions to be performed, performance required or essential physical characteristics, without dictating a specific process or specific design solution for achieving the desired result.
- (d) In contrast, for purposes of this clause, the term "prescriptive" refers to those aspects of the design criteria or other Solicitation requirements wherein the Government expressed the design solution or other requirements in terms of specific materials, approaches, systems and/or processes to be used. Prescriptive aspects typically allow the Offerors little or no freedom in the choice of design approach, materials, fabrication techniques, methods of installation or other approach to fulfill the contract requirements.

5 DEVIATING FROM THE ACCEPTED DESIGN (JUN 02)

- (a) The Contractor shall obtain the approval of the Designer of Record and the Government's concurrence for any Contractor proposed revision to the professionally stamped and sealed and Government reviewed and concurred design, before proceeding with the revision.

- (b) The Government reserves the right to non-concur with any revision to the design, which may impact furniture, furnishings, equipment selections or operations decisions that were made, based on the reviewed and concurred design.
- (c) Any revision to the design, which deviates from the contract requirements (i.e., the Request for Proposals and the accepted proposal), will require a modification, pursuant to the Changes clause, in addition to Government concurrence. The Government reserves the right to disapprove such a revision.
- (d) Unless the Government initiates a change to the contract requirements, or the Government determines that the Government furnished design criteria are incorrect and must be revised, any Contractor initiated proposed change to the contract requirements, which results in additional cost, shall strictly be at the Contractor's expense.
- (e) The Contractor shall track all approved revisions to the reviewed and accepted design and shall incorporate them into the as-built design documentation, in accordance with agreed procedures. The Designer of Record shall document its professional concurrence on the as-builts for any revisions in the stamped and sealed drawings and specifications.

6 GOVERNMENT-FURNISHED RFP DRAWINGS, SURVEYS AND SPECIFICATIONS (JUL 02)

This is to clarify that contract clause 252.236-7001, **CONTRACT DRAWINGS AND SPECIFICATIONS**, refers to any Government-furnished design or design criteria included in the Request for Proposal (RFP).

7 GOVERNMENT-FURNISHED SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (JUL 03)

This is to clarify that contract clause 252.236-21, **SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION**, refers to any specifications and drawings furnished in the Request for Proposal (RFP). The term "specifications" refers to the design criteria or scope of work, in addition to any attached specifications.

8 GOVERNMENT RE-USE OF DESIGN (MAY 06)

In conjunction with the Clause 252.227-7022, **GOVERNMENT RIGHTS UNLIMITED**, the Government will not ask for additional originals or copies of the design works after the Contractor provides all required design documentation and as-built documentation under the instant contract. Further, if the Government uses the design for other projects without additional compensation to the Contractor for re-use, the Government releases the Contractor from liability in the design on the other projects, due to defects in the design that are not the result of fraud, gross mistake as amounts to fraud, gross negligence or intentional misrepresentation.

9 ADDITIONAL MONTHLY INCENTIVE PROGRESS PAYMENT (MAY 06)

- (a) As an incentive for maintaining satisfactory progress, The Government offers to make an interim monthly progress payment for satisfactory design and construction work in compliance with the contract, while construction operations are underway, up to turnover of the facilities to the Government. This is a second monthly progress payment, in between the regular monthly progress payment that is described in Contract Clause 52.232-5, **PAYMENTS UNDER FIXED PRICE CONSTRUCTION CONTRACTS**.
- (b) As a condition for the additional progress payment, the Contractor must maintain progress within 2% of scheduled progress and within 7 calendar days of the scheduled progress along the critical path(s) at the time of submission.

- (c) All requirements of the contract clauses **PAYMENTS UNDER FIXED PRICE CONSTRUCTION CONTRACTS** and 52.232-25, **PROMPT PAYMENT**, will apply to the interim progress payment. In lieu of submitting an updated progress schedule to substantiate the amounts included in the interim progress payment, the Contracting Officer will determine what documentation is required to support an interim payment, including the required Prompt Payment Certification. For the next regular monthly progress payment following an interim payment, the Contractor shall reconcile the interim progress payment against actual progress.

10 US ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL (15 SEP 08)

In accordance with Contract Clause 52.236-13, **ACCIDENT PREVENTION**, the Contractor shall comply with the latest version of Engineer Manual 385-1-1, including any interim revisions, in effect at the time of the solicitation. EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil/hqhome/>. At the HQ homepage, select HQ Offices, scroll to Safety & Occ. Health; at the Safety and Occupational Health Home page, select EM 385-1-1, then most recent dated edition & changes, English Version (controlling with changes), then Changes to EM 385-1-1.

1.18 SITE SAFETY AND HEALTH OFFICER REQUIREMENTS AND QUALIFICATIONS (DEC 06)

(a) The Contractor shall employ a competent person at each project to function as the Site Safety and Health Officer (SSHO) in accordance with EM 385-1-1, Section 01.A.17. Based on project size and complexity, the SSHO will have at least the minimum qualifications listed below. Submit the qualifications of the proposed SSHO for Government Approval.

(b) The SSHO may be a collateral duty responsibility. The SSHO shall have, as a minimum:

- (1) 3 years safety work on similar type construction, and
- (2) The 30-hour OSHA construction safety class or equivalent within last 3 years and
- (3) Competent person training as required based on applicability (Scaffolds, Cranes, Fall Protection, Confined space, or others).

1.18 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be without charge. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

(c) Interruptions of Utilities

(1) All utility shutdowns require the prior approval of the Contracting Officer. Request for utility shutdown shall be made in writing at least four (4) weeks prior to the expected date of implementation.

As soon as actual shutdown date is known, the Contractor shall notify the Contracting Officer in writing requesting approval at least ten (10) work days prior to requested shutdown.

(2) The Contractor's progress schedule shall include preliminary listing of all proposed shutdown dates. Every effort shall be made to make all shutdowns as brief as possible, and as limited in extent as possible.

(3) Utilities shall not be shut down for more than 4 hrs.

(End of clause)

1.21 **WAGE RATES**
1 February 1995

The decision of the Secretary of Labor, covering rates of wages, including fringe benefits to be paid laborers and mechanics performing work under this contract, is attached hereto. The payment for all classes of laborers and mechanics actually employed to perform work under the contract will be specified in the following contract clauses: DAVIS-BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, and THE COPELAND ACT.

Wage decisions included are: MI20070060 MI160

The Building decision applies to construction of the building.

1.22 NOT USED.

1.23 **SCAFFOLDING**
July 2003

The following requirements supplement EM 385-1-1. In the event of a conflict between these requirements and EM 385-1-1, the more strict requirement shall take precedence.

All scaffold systems shall be erected, inspected and disassembled under the direction of a competent person. The competent person must be present and on site during these operations. The qualifications and training of the competent person and the crew performing the work shall be submitted to the Contracting Officer and accepted prior to commencement of the work. All scaffold systems must be inspected daily and certified as usable prior to use each days use by the competent person. Scaffolds shall also be inspected and certified by the competent person upon completion of any changes to the scaffolding system i.e. adding or removing a level or etc. The competent person must be present and on site during these changes to the scaffold system. The contractor shall develop a system that notifies all parties of the certification status. The use a red/green tag system denoting the serviceability is an acceptable certification system.

A **scaffolding erection plan** shall be submitted for all scaffold systems regardless of type scaffold to be used. This plan shall include erection and dismantling operations and all manufacture's details of the system and shall demonstrate compliance with EM 385-1-1. The plan shall be accepted by the Contracting Officer prior to the erection of the scaffold. This plan shall be reviewed at the preparatory and initial meetings with all parties involved in the scaffolding operation and use thereof. In the event

others crafts will be using the scaffolding system, they shall also be briefed on the proper use of the system.

Every level of conventional and masonry type scaffolding systems shall be fully planked and include handrails and toe boards. The contractor is advised that he must analyze the added weight of this requirement on the capacity of the scaffold system and adjust his operations accordingly. All personnel erecting and dismantling scaffolds must be protected by a personal fall protection system.

Access to any type scaffold system above 6 (six) feet shall be by stair tower.

1.24 WORK SCHEDULING

Unless otherwise indicated by special project phasing instructions, the Contractor shall be prepared to pursue the contracted work during the Contract Normal Working period of 7:00 a.m. to 4:30 p.m., Monday through Friday, exclusive of recognized Federal holidays outlined hereunder, and the Friday after Thanksgiving. The following are the Federal Holidays: New Year's Day, 1 January; Martin Luther King JR's Birthday, 3rd Monday in January; Washington's Birthday, 3rd Monday in February; Memorial Day, the last Monday in May; Independence Day 4th of July; Labor Day, 1st Monday in September; Columbus Day, 2nd Monday in October; Veteran's Day, 11th of November; Thanksgiving Day the 4th Thursday in November; and Christmas Day, 25th of December.

a. The Installation Buildings are places of employment for the Government employees and are occupied by the Government employees during the Government employees' working hours. All machines, equipment and activities that emit Toxic, Hazardous And Offensive Fumes, Odors, Vapors, Chemicals, Smells, that are offensive and impact the Government employees and that generate noise that also adversely impacts the Government Employees, shall not be allowed during those Government employee's working hours and shall be carried out at the Government Non-work hours. Also, all toxic, hazardous and offensive fumes, odors, vapors chemicals, smells, that are offensive and impact the Government employees MUST be removed and dissipated from the buildings prior to daily occupancy of the buildings at 6:00 AM. and the buildings shall be free and fully be meeting the above safety & health provisions and provide a functional place of employment. The Government employees working hours are 6:00 a.m. to 6:00 p.m., Monday through Friday, (all other working week day hours are considered Government Non-work hours). Offensive Painting Operations, and other contractual tasks that emit fumes / odors / chemicals that are offensive and impact the Government employees shall be carried out at Government Non-work hours. Furthermore, if there are fumes / odors / vapors / chemicals still being emitted during the Government Employees working hours, then the contractor shall provide means and methods to ventilate the areas and assure a safe working environment for the Government employees.

b. Shutoff of utilities that will cause interruption of Government work operation as determined by the Contracting Officer shall be accomplished during Government non-work hours or on non-work days of the Using agency without any additional cost to the Government.

c. Prior to commencing work on the job initially, resumption of work after prolonged interruption (7 calendar days or more) commencement of any warranty work, and upon completion of warranty work the contractor must notify the Contracting Officer (or his/her Contracting Officer Representative). When relocating to new sites, returning to sites for follow-up work on a phased work plan, notification to the Contracting Officer's Representative is sufficient. Notification should be accomplished sufficiently in advance to allow scheduling of inspection forces. The above precautions are to ensure construction inspection and recording of work proceedings.

1.25 UNAUTHORIZED PERSONNEL

The Contractor shall inform all personnel working under his jurisdiction (including sub-contractor and visiting supplier personnel) that access to areas outside of the immediate work area excluding, direct haul and access routes, contracting and Civil Engineering offices and point of supply and storage is prohibited. Circulation of said personnel will be limited to official business only. Persons in violation of the above will be apprehended and appropriately disciplined.

1.26 HAZARDOUS MATERIAL USAGE

1.26.1 The Contractor shall establish a hazardous material (HM) storage and distribution system when HM is to be used. All HM required to support the contract shall be reported using the Contractor HM Identification Form to the Contracting Officers Representative (COR) who will in turn inform other applicable personnel. The Contractor HM Identification Form will be provided to the Contractor at or prior to the Pre-Construction meeting. Additional HM needed by the Contractor shall be identified to the (COR) for approval.

1.26.2 The Contractor planning to use HM for the work must register, through the COR, with the VA Facility Engineer and VA Safety Officer, prior to start of work in order to support the installation's compliance with Executive Order 12856, Federal Compliance with Right-to-Know Laws and Pollution Prevention Requirements. The definition of hazardous material is located in Fed Std 3 13C, dated 1 March 1988.

1.26.2.1 The contractor's subcontractors shall process all hazardous materials through the COR when they come on the hospital property and all containers must be processed through the COR before they leave the installation. The contractor shall assure that their subcontractors are aware of the hours of the COR for processing materials.

1.26.3 The contractor shall not store or dispose of Hazardous or toxic materials on VA property. This does not include temporary accumulation of a limited quantity of a material used in support of the contract and processed through the COR.

1.26.4 All (Hazardous) material used by the contractor/subcontractor on the VA property shall be processed through the COR and bar coded. Contact the COR for hours of operation.

(1) At the end of the contract, the contractor will check out through the COR. Hazardous waste will be disposed of through the COR.

(2) All hazardous material brought on the installation will have a MSDS and a copy of the MSDS will be given to the COR during check in.

1.26.5 The Contractor shall maintain Contractor HM Identification Form for HM on the job site for inspection/verification.

1.26.6 Contracting Officer's Representative will verify that the HM identified is the only HM in use on the job site.

1.26.7 Contractors shall provide the following to the C.O.R.:

1.26.7.1 Provide a list of each material and quantity of material for all proposed HM.

1.26.7.2 Provide a material safety data sheet (MSDS) for each item on the list.

1.26.8 The Contractor shall accompany the Contracting Officer's Representative (COR) and the VA Facility Engineer and VA Safety Officer on project closeout inspection to ensure all used and unused HM has been removed from the installation. This requirement shall not be a punch list item and must be

accomplished prior to the Government accepting beneficial occupancy of the facility or construction item.

- 1.26.9 Any material suspected of being hazardous that is encountered during performance of a project shall immediately be brought to the attention of the Contracting Officer, at which time a determination will be made as to whether hazardous material testing shall be performed. If the Contracting Officer directs the Contractor to perform tests, and/or the material is found to be of a hazardous nature requiring additional protective measures, a modification may be required, subject to equitable adjustment under the terms of the contract.

CONTRACTOR HAZARDOUS MATERIAL IDENTIFICATION FORM

PART I

Date:

This part is to be completed by Contractor prior to the construction start date, and shall be maintained on the job site.

Contractor Company:

Proposed work term: (date) to (date)

Contractor Point of Contact: (full name or names, phone/cell/pager numbers,

Phone number: -emergency 24-hour contact number, etc.)

Submittal Information Storage and Usage Information

I HM to be used: MFG./Product	MSDS Attached (Yes/No)	Amount on Site*, Transient or Stored	Amount Used Up in Process	Used or Unused Amount Removed from DA installation

Note: This form is good for a one-month period and is to be submitted to the Contracting Officer's Representative. All HM (hazardous material) used thereafter will be identified to the Contracting Officer's Representative for approval. See Part II for Contractor close-out procedures.

*Transient amount reflects amount brought on site

daily, but not stored overnight. Use separate lines for transient and storage amounts. Team Approval

Signatures:

COR (Contracting Officer's Representative)

VA Facility Engineer _____

VA Safety Office _____

CONTRACTOR HAZARDOUS MATERIAL IDENTIFICATION FORM CLOSE-OUT PROCEDURES

PART II

Attach this part to Part I

The Contractor shall accompany the Contracting Officer's Representative and the VA Facility Engineer and VA Safety Office on the close-out inspection to ensure all used and unused HM has been removed from the installation.

Close-out Approval Signatures:

Signature

Date

Contractor

VA Facility Engineer

VA Safety Office

1.27 HAZARDOUS WASTE

1.27.2 Hazardous waste is defined in 40CFR261.3

1.27.3 The contractor shall not store or dispose of Hazardous or toxic materials on VA property from any source.

1.27.5 Hazardous waste generated as a result of work being conducted can be handled in one of two ways. Prior to the start of work, the contractor must notify the Contracting Officer which method they will use.

1.27.5.2 The Contractor can establish a satellite accumulation point

1.27.5.2.1 The satellite accumulation point must be managed IAW with all state and federal laws.

1.27.5.2.2 The contractor must provide all training documentation for the satellite accumulation point operator prior to establishing the point.

1.27.7 Universal Waste

1.27.7.2 Universal waste includes:

1.27.7.2.1 Mercury (used in fluorescent light tubes switches and thermostats)

1.27.7.2.2 Lead acid batteries.

1.27.8 TSCA. While TSCA waste are not classified as hazardous waste, all TSCA wastes shall be processed through the COR for disposal.

- 1.27.8.1 Asbestos
- 1.27.8.2 PCBs
- 1.27.8.2.1 Light ballasts
- 1.28 SECURITY REQUIREMENTS
 - 1.28.1 The Contractor shall comply with all security regulations imposed by the VA. Any necessary security clearances shall be obtained prior to commencement of work.
 - 1.28.2 The Contractor shall ensure that all parts of the facility where work is being performed are adequately protected against vandalism and theft.
 - 1.28.3 Security Conditions for RELEASE of Plans and drawings:
Security Requirement: CONDITIONS FOR RELEASE of Plans and drawings to Contractors/ A/E's and others:
 - 1.28.3.1 Released U.S. Government (USG) information is to be used for the purpose of this contract only, and will not be released to third parties without approval from COR. Upon project completion, this information is to be destroyed or surrendered to the COR.
 - 1.28.3.2 No reproduction of released USG information is authorized for other than the contract's legitimate purpose.
 - 1.28.3.3 Access to this information is to be controlled as UNCLASSIFIED / FOR OFFICIAL USE ONLY; and shall not be available for distribution under the Freedom Of Information Act (FOIA).
 - 1.28.3.4 Information that is provided to the Contractors & A/E's from the USG will be returned to the USG when no longer needed, or at the end of the contract. Under special provisions the USG may authorize the contractor to destroy the information by shredding (paper) or degaussing (magnetic media) to make unreadable and unrecoverable. Confirmation of destruction will be provided to the USG.
 - 1.28.3.5 All information and drawing provided shall not be posted on any internet web site
- 1.29 STORAGE
 - 1.29.1 No secure storage space will be provided by the Government. The Government will not be responsible for property belonging to, or under the present control of the Contractor. The Contractor is to protect his materials. An unsecured, open area will be designated by the Contracting Officer for storage of construction equipment and materials during the period covered by this contract.
 - 1.29.2 Contractor shall construct such temporary sheds as he may require for the use of his workmen and as required for tool cribs and storage of all work under this Contract. Temporary sheds shall be confined to the space assigned by the Contracting Officer. Sheds shall be of approved construction and wood floors, lighting and heat shall be provided in all parts used by workmen. Exterior of sheds shall be painted, all parts maintained in good condition throughout the life of the Contract, and at completion, all parts shall be removed and the premises cleaned up.
- 1.30 TRANSPORTATION, HANDLING AND STORAGE

- 1.30.1 The Contractor shall coordinate with suppliers and shippers to ensure incoming materials are properly identified with the Contractor's name, contract number and project title. The Contractor shall designate an authorized individual to be available to receive shipment. The Government will not provide storage other than that available at the project site.
- 1.30.2 Storage of supplies, materials and equipment on the project site shall be accomplished in such a manner so as to prevent mechanical and climatic damage and loss due to vandalism or theft. Equipment temporarily removed in the performance of work and stored on the job site shall be stored and protected in accordance with the previous paragraphs, and shall be replaced in a condition compatible with its original state. Security for equipment and material remove from the job site for temporary storage until reuse shall be the responsibility of the Contractor.
- 1.31 WEATHER PROTECTION AND TEMPORARY HEATING
- 1.31.1 The Contractor shall provide and maintain weather protection as may be required to properly protect all parts of the structure from damage during construction.
- 1.31.2 The Contractor shall be responsible for repairs and maintenance to the heating system or units during the period during progress of building construction and shall deliver same to the Government, at termination of such use, in perfect condition, cleaning out all air ducts and replacing all filters. Any temporary heating shall be at the expense of the Contractor.
- 1.32 DAMAGES, REPAIRS
- 1.32.1 All damages by the Contractor's operations shall be repaired, or replaced, at the Contractor's expense, as directed by the Contracting Officer. Any Government property damaged as a result of the work, materials, or operations of the Contractor shall be restored at no additional expense to the Government.
- 1.32.2 All existing sidewalks, curbs, and pavement disturbed, broken or removed or otherwise damaged by the Contractor during performance of the work under this contract shall be replaced by the Contractor at his own expense. Replaced sidewalks, curbs, and pavements shall be smooth, shall blend into the existing work, and shall not present depressions or humps.
- 1.33 SPECIAL CONDITIONS
- 1.33.1 Any Contractor's equipment that causes or generates electro-magnetic disturbances or interference shall be removed from service until properly repaired. The Contracting Officer may also require repositioning or removal of the equipment from VA property.
- 1.33.2 The Contractor shall be responsible for the coordination of his work with base communications personnel, who may be working in the area and making them aware of proposed work that may affect the work of their particular trade in process of performance.
- 1.34 SOLID WASTE MANAGEMENT
- 1.34.1 A waste management plan shall be submitted within 15 days after award of a delivery order and prior to initiating any site preparation work.
- 1.34.1.1 The plan shall include the following:
- a. Name of individuals on the Contractor's staff responsible for waste prevention and management.
 - b. Actions that will be taken to reduce solid waste generation.

- c. Description of the specific approaches to be used in recycling/reuse of the various materials generated, including the areas and equipment to be used for processing, sorting, and temporary storage of wastes.
- d. Characterization, including estimated types and quantities, of the waste to be generated.
- e. Name of landfill and/or incinerator to be used and the estimated costs for use, assuming that there would be no salvage or recycling on the project.
- f. Identification of local and regional reuse programs, including non-profit organizations such as schools, local housing agencies, and organizations that accept used materials such as materials exchange networks and Habitat for Humanity.
- g. List of specific waste materials that will be salvaged for resale, salvaged and reused, or recycled. Recycling facilities that will be used shall be identified. Include expenses for the removal and disposal of building materials through demolition, recovery, reuse and recycling techniques that will not otherwise be offset by revenue, savings, or cost avoidance within the contract.
- h. Identification of materials that cannot be recycled/reused with an explanation or justification.

1.34.2 By the 15th of each month the contractor shall provide the following information to Contracting Officers Representative:

- (1). Quantity of waste generated in cubic yards or tons;
- (2). Quantity of waste diverted through sale, reuse, or recycling in cubic yards or tons;
- (3). Quantity of waste disposed by landfill or incineration in cubic yards or tons.

Types of C&D Waste

Project Phase	C&D Debris
Construction	Mixed rubble, wood, roofing, wall board, insulation, carpet, pipe, plastic, paper, bricks, lumber, concrete block, metals
Demolition	Mixed rubble, concrete, steel beams, bricks, wood, lumber, wallboard, insulation, carpet, pipes, wire, equipment, fixtures
Excavation	Earth, sand, stones, wood
Roadwork	Asphalt, concrete, earth
Site Clearance	Trees, brush, earth, top soil, concrete, mixed rubble, sand, steel, paper, plastic, garbage, rubbish

1.34.3 The records shall be made available to the Contracting Officer during construction, and a copy of the records shall be delivered to the Contracting Officer upon completion of the construction.

1.34.4 Disposal of solid waste, including construction and demolition(C&D) debris is the responsibility of the contractor.

1.34.5 The contractor shall divert 50% of C&D waste by weight from landfill disposal.

1.34.5.1 The contractor shall make an effort to deliver non-hazardous materials to a commercial recycler and provide US Army Corps of Engineers with a summary of weights of materials recycled.

1.34.6 The Contractor shall not use the installations dumpsters and custodial services. The necessary containers, bins and storage areas to facilitate effective waste management shall be provided and shall be clearly and appropriately identified. Recyclable materials shall be handled to prevent contamination of materials from incompatible products/materials and separated by one of the following methods.

1.34.7 Reuse. First consideration shall be given to salvage for reuse since little or no re-processing is necessary for this method, and less pollution is created when items are reused in their original form. Sale or donation of waste suitable for reuse shall be considered. Salvaged materials, other than those specified in other sections to be salvaged and reinstalled, shall not be used in this project.

- 1.34.8 Recycle. Waste materials that are not suitable for reuse, but do have value as a recyclable, shall be recycled whenever economically feasible.
- 1.34.9 Non-hazardous waste. Materials with no practical use or economic benefit shall be disposed at a landfill or incinerator.
- 1.35 AIR EMISSIONS
 - 1.35.2.2 The contractor shall use only low VOC paint as defined in 40 CFR.
 - 1.35.3 OZONE DEPLETING CHEMICALS (ODC). (ODC and ODS are used interchangeably)
 - 1.35.3.1 Only equipment using refrigerants listed by the EPA Strategic New Alternatives Program (SNAP) are acceptable. Equipment must be labeled with type of chemical used and date installed. As built drawings shall include location, installation date and type of refrigerant used.
 - 1.35.3.2 The use of Class I or II ODCs are not by themselves damaging to the environment provided the refrigerant does not leak during operation and is recovered upon retirement of the equipment. All personnel maintaining, repairing or replacing ODCs must be licensed and their equipment must be certified. Licenses and equipment certification must be retained on site and copy submitted to the C.O.R. prior to the start of work.
 - 1.35.3.4 Class I and Class II ODCs are defined in Section 602(a) & (b) of the Clean Air Act.
 - 1.35.4 Fugitive Dust
 - 1.35.4.1 The contractor shall control fugitive dust in and around the work site. The Contractor shall establish dust control measures to maintain excavations, stockpiles, haul roads, and other work related areas within or outside the project boundaries free of particulate release that would exceed environmental regulations or would cause a hazard or nuisance. Sprinkling as a control must be repeated to keep area damp. The Contractor shall provide sufficient equipment and water source for adequate wetting. Keep haul roads clean of soil or other debris.
 - 1.35.5 Indoor Air Quality
 - 1.35.5.1 The contractor shall prevent dust created during the performance, from migrating outside the work areas. Specific preventative measures may include but not limited to constructing an enclosure around the work area (including above the drop ceiling), blocking intake ducts or sweeping/vacuuming daily outside the work.
- 1.36 ENVIRONMENTAL MANAGEMENT SYSTEM (EMS)
 - 1.36.1 Any National Environmental Policy Act (NEPA) requirements including coordination with the Michigan State Historic Preservation Office (SPHO) will be completed by the Veterans Administration prior to construction.
 - 1.36.2 The USAG-DTA is using ISO 14000 as its EMS standard.
 - 1.36.3 The contractor will be required to meet all the requirements of ISO 14001, Environmental management systems-Requirements with guidance for use, Second Edition, 2004-1 1-1 5 that support the USAG-DTA's EMS.

- 1.36.4 The Contactor shall assure all subcontractors are aware and understand the USAG-DTA EMS.
- 1.36.5 The Contactor shall participate in EMS meetings on scheduled monthly basis.
- 1.37 COORDINATION WITH GOVERNMENT ACTIVITIES
 - 1.37.1 If it becomes necessary to interrupt work activities in buildings and/or areas for construction purposes, permission to do so must be requested in writing to the Contracting Officer 15 working days prior to commencing work and shall be subject to C.O.R. approval. Written requests for street closing will be submitted for approval of the C.O.R. five working days prior to closing the street.
 - 1.37.2 Work in connection with this contract which requires utility outages, electrical, water, gas, steam, etc., which will close down or limit (as determined by the Contracting Officer) normal activities in the building, construction area or other affected areas, shall be performed by the Contractor at a time other regular work period of the organization occupying the facility. Work required by the Contractor on non-standard basis or at premium pay shall be done at no additional cost to the Government. Request for utility outages will be submitted to the Civil Engineers, in writing, seven working days prior to commencing work and shall be subject to his/her approval.
- 1.38 GREEN PROCURMENT AND POLLUTION PREVENTION
 - 1.38.1 Green Procurement is a mandatory component of the Army pollution prevention program. The goal for Green Procurement: 100% of all products purchased each year in each of U.S. EPA's "Guideline Item" categories shall contain recovered materials meeting U.S. EPA's Guidline Criteria." This document contains guidelines for implementing the RCRA, EO, DOD, and Army requirements.
 - 1.38.1.1 AUTHORITY AND REFERENCES
 - 1.38.1.1.1 The Resource Conservation and Recovery Act (RCRA), Section 6002 (42 U.S.C. 6962)
 - 1.38.1.1.2 Executive Order (EO) 13101, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition.
 - 1.38.1.1.3 Title 40, Code of Federal Regulations (CFR), Part 247, Comprehensive Procurement Guideline for Products containing Recovered Material.
 - 1.38.1.1.4 Federal Acquisition Regulations (FAR).
 - 1.38.1.1.5 Section 9002 of the Farm Security and Rural Investment Act of 2002.
 - 1.38.1.2 SUBMITTALS
 - 1.38.1.2.1 The contractor shall submit for approval all material and equipment to be installed. The Government may designate submittals. Government approval is required for submittals with a "GA" designation. Submittals having an "FIO" designation are For Information Only. The following shall be submitted in accordance with SUBMITTAL PROCEDURES.
 - 1.38.1.2.1.1 SD-01 Data Product Data; GA
 - The Contractor shall submit manufacturer's material specifications, installation instructions, physical characteristics, etc, to show that the product meets project and specification requirements.

- 1.38.1.2.1.2 SD-13 Certificates Product Certificates; GA
The Contractor shall submit documentation certifying that products meet or exceed the specified requirements.
- 1.38.1.2.1.3 SD-14 Samples Product Samples; GA
The Contractor shall submit samples of the product intended for use for project record.
- 1.38.1.3 DEFINITIONS 3 GREEN PROCUREMENT TERMINOLOGY
Affirmative Procurement Program (APP) - a program assuring Guideline items composed of recovered materials will be purchased to the maximum extent practicable, consistent with Federal law and procurement regulations.
 - 1.38.1.3.1 Bio-based Product – A commercial or industrial product (other than food or feed) that utilizes biological products or renewable domestic agricultural (plant, animal, and marine) or forestry materials. The USDA maintains the official bio-based products list <http://www.bioproducts-bioenergy.gov/>
 - 1.38.1.3.2 Certification - provided by offerors/bidders/vendors, it is written documentation certifying the percentage of recovered materials contained in products or to be used in the performance of the contract is at least the amount required by applicable specifications or other contractual requirements. Certification on multi-component or multi-material products should verify the percentage of post-consumer waste and recycled material contained in the major constituents of the product.
 - 1.38.1.3.3 Comprehensive Procurement Guideline (CPG), EPA designated items that must contain recycled content when purchased by federal, state, and local agencies, or by government contractors using appropriated federal funds. Under EO 13101, EPA is required to update the CPG every 2 years with new recovered content products. <http://www.epa.gov/cpg/index.htm>
 - 1.38.1.3.4 Designated Products are products that are or can be made from recovered materials that have been designated in the CPG through EPA's formal rule making process. Also referred to as "designated items." EPA maintains the designated products list at <http://www.epa.gov/cpg/products.htm>
 - 1.38.1.3.5 Environmentally Preferable – products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.
 - 1.38.1.3.6 Executive Order 13101 entitled "Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition". EO 13101 was signed on September 14, 1998. This Order replaces EO 12873 and reinforces the federal government's buy-recycled efforts.
 - 1.38.1.3.7 Executive Order 13148 entitled "Greening the Government Through Leadership In Environmental Management". EO 13148 was signed on 22 April 2000. This Executive Order integrates environmental accountability into policy, mission, operations, and management to include long-term planning, and day-to-day decision making and replaces EO 12856.
 - 1.38.1.3.8 Federal Agency means any department, agency, or other instrumentality of the Federal Government, any independent agency or establishment of the Federal Government including a government corporation, and the Government Printing Office. Military departments, as defined in 5 U.S.C. 102, are covered under the auspices of the Department of Defense. Green Procurement is the purchasing of environmental preferable products and services in accordance with one or more of the established Federal "green" procurement preference programs.

- 1.38.1.3.9 Material Specification means a specification that stipulates the use of certain materials to meet the necessary performance requirements.
- 1.38.1.3.10 Minimum Content Standard - the minimum recovered material content specifications set to assure the recovered material content required is the maximum available without jeopardizing the intended item use or violating the limitations of the minimum content standards set forth by EPA's guidelines.
- 1.38.1.3.11 Performance Specification - a specification stating the desired product operation or function but not specifying its construction materials.
- 1.38.1.3.12 Pre-consumer Materials are generated in manufacturing and converting processes, such as manufacturing scrap and trimmings/cuttings. Preconsumer materials are also known as post-manufactured materials. EPA does not consider preconsumer materials as recovered materials.
- 1.38.1.3.13 Post-consumer Material or Waste - a material, finished product, or waste that has served its intended end use and has been diverted or recovered from waste destined for disposal. "Post-consumer material" is a part of the broader category of "recovered materials".
- 1.38.1.3.14 Post-manufactured means waste material and byproducts which have been recovered or diverted from solid waste, but are byproducts which are commonly reused within an original manufacturing process, such as scrap and trimmings/cuttings. Post-manufactured materials are also known as pre-consumer materials. EPA does not consider Post-manufactured materials as recovered materials.
- 1.38.1.3.15 Recovered Material - waste materials and by-products recovered or diverted from solid waste, excluding those materials and by-products generated from, and commonly reused within, an original manufacturing process. "Post-manufactured" materials are not recovered materials.
- 1.38.1.3.16 Recovered Materials Advisory Notices (RMANs) provide purchasing guidance and recovered and post consumer material content levels for designated items. RMAN recommendations are guidance and therefore are not codified in the Code of Federal Regulations. Department of Defense policy requires meeting or exceeding the RMANs.
- 1.38.1.3.17 Solid Waste - garbage, refuse, sludge, and other discarded non-hazardous solid materials, including those from industrial, commercial, and agricultural operations, and from community activities. The general components of solid wastes are: municipal solid waste (MSW), construction and demolition debris (C&D), and non-hazardous industrial waste.
- 1.38.1.3.18 Unreasonable Price - is the cost of a recycled item exceeding the cost of a non-recycled item.
- 1.38.1.4 REGULATORY BACKGROUND
 - 1.38.1.4.1 Section 6002 of RCRA requires federal agencies to give preference in the acquisition process to products and practices that conserve and protect natural resources and the environment. EO 12873 requires federal agencies to expand waste prevention and recycling programs, implement affirmative procurement programs for the United States Environmental Protection Agency (EPA) -designated items, and procure other environmentally preferable products and services. The stated purpose of the Affirmative Procurement Program is to stimulate the market for recovered materials. As a result of EO 12873, the EPA issued the Comprehensive Procurement Guidelines (CPG's) that have established the mandatory procurement by federal agencies of 36 items produced with recovered materials. The EPA has also issued Recovered Material Advisor Notices (RMANs) to accompany the CPGs and provide detailed information on the designated items. Please direct all questions regarding the plan to the Contracting Officer for forwarding to the Environmental Office.

1.38.1.5 EPA Recommendations

1.38.1.5.1 The U.S. EPA's recommends minimum recycled content levels are mandatory for procurements of those items listed in the AFFIRMATIVE PROCUREMENT REPORTING FORM, unless one of the following exemptions applies. RCRA provides the following exemptions from the requirement to purchase EPA-designated items:

1. The product is not available from a sufficient number of sources to maintain a satisfactory level of competition (i.e., available from two or more sources).
2. The product is not available within a reasonable period of time.
3. The product does not meet the performance standards in applicable specifications or fails to meet reasonable performance standards of the procuring agency.
4. The product is not available at a reasonable price. For Army purposes, "unreasonable price" is defined as follows: If the price of the recycled-content product exceeds the cost of a non-recycled item, then the price is considered unreasonable.

1.38.1.6 Contractor Responsibility

1.38.1.6.1 The Contractor is responsible for completion of the Form with respect to the work and products being provided. The Prime Contractor is responsible for insuring that all sub-Contractors comply with this order. Each Contractor shall provide written documentation to support his/her decision not to acquire items meeting the minimum content levels. This documentation shall be forwarded to the Contracting Officer for review and approval. In the event the documentation fails to support the Contractor's findings, the Contracting Officer's Representative shall return the documentation to the Contractor citing the reason(s) for disapproval. The Contractor shall resubmit and address the deficiencies. Contractor is cautioned not to proceed with acquiring non-compliant materials until the Contracting Officer's approval is received.

1.38.7 U.S. EPA DESIGNATED ITEMS

1.38.7.1 The 54 U.S. EPA-designated items are listed below. Not all of these materials may be required in the construction of this project. Please refer to the drawings and specifications. The attached AFFIRMATIVE PROCUREMENT REPORTING FORM shall be used to demonstrate compliance with the stated procurement requirements. Contractor is required to refer to the most recent list of EPA-designated items.

PAPER PRODUCTS

1. All paper and paper products, excluding building and construction paper grades.

VEHICULAR PRODUCTS

2. Lubricating oils containing re-refined oil, including engine lubricating oils, hydraulic fluids, and gear oils, but excluding marine and aviation oils.
3. Tires, excluding airplane tires.
4. Reclaimed engine coolants, excluding coolants used in non-vehicular applications

CONSTRUCTION PRODUCTS

5. Building insulation products.
6. Structural fiberboard products for applications other than building insulation.
7. Laminated paperboard products for applications other than building insulation.
8. Cement and concrete, including products such as pipe and block, containing fly ash.

9. Cement and concrete, including concrete products such as pipe and block, containing ground-granulated blast furnace (GGBF) slag.
10. Carpet made of polyester fiber for use in low- and medium-wear applications.
11. Floor tiles containing recovered rubber or plastic.
12. Patio blocks containing recovered rubber or plastic.
13. Shower and restroom dividers/partitions containing recovered steel or plastic.
14. Reprocessed and consolidated latex paint for specific uses.
15. Carpet cushion.
16. Flowable fill.
17. Railroad grade crossing surfaces.

TRANSPORTATION PRODUCTS

18. Traffic barricades used in controlling or restricting vehicular traffic.
19. Traffic cones used in controlling or restricting vehicular traffic.
20. Parking stops.
21. Channelizers used as temporary traffic control devices.
22. Delineators used as temporary traffic control devices.
23. Flexible delineators used as temporary traffic control devices.

PARK AND RECREATION PRODUCTS

24. Playground surfaces containing recovered rubber or plastic.
25. Running tracks containing recovered rubber or plastic.
26. Plastic fencing.
27. Park benches and picnic tables.
28. Playground equipment.

LANDSCAPING PRODUCTS

29. Hydraulic mulch products containing recovered paper or recovered wood.
30. Compost made from yard trimmings, leaves, and/or grass clippings.
31. Garden and soaker hoses containing recovered rubber or plastic.
32. Lawn and garden edging containing recovered rubber or plastic.
33. Food waste compost.
34. Plastic lumber landscaping timbers and posts.

NON-PAPER OFFICE PRODUCTS

35. Office recycling containers.
36. Office waste receptacles.
37. Plastic desktop accessories.
38. Toner cartridges.
39. Binders.
40. Plastic trash bags.
41. Printer ribbons (re-inked ribbons or re-inking equipment/service for ribbons).
42. Plastic envelopes.
43. Solid plastic binders.
44. Plastic clipboards.
45. Plastic file folders.
46. Plastic clip portfolios.
47. Plastic presentation folders.

MISCELLANEOUS PRODUCTS

48. Pallets
49. Sorbents.

- 50. Industrial drums.
- 51. Awards and plaques.
- 52. Mats.
- 53. Signage, including sign supports and posts.
- 54. Manual-grade strapping.

1.38.8 INTENT

The intent of this section is to increase the awareness of all Contractors as to the availability of products manufactured from, or that contain recycled materials, thereby increasing the use of these products in the construction of this project.

- 1.38.8.1 The various sections of the specifications contain references to products to be used in the construction of this project. The listed product may or may not be manufactured from or contain recycled materials. Therefore, all Contractors, Sub-contractor, equipment suppliers, and material suppliers are responsible for compliance with this specification. Recycled products shall be used wherever possible subject to the exemptions as per the paragraph entitled EXEMPTIONS.

1.38.9 RECYCLED OR RECOVERED PRODUCTS

- 1.38.9.1 All construction materials to be used in this project, unless on existing exemption list, is to be identified on the Form at the end of this section.

1.38.10 PRODUCTS (Excluded)

1.38.11 EXECUTION

1.38.11.1 GREEN PROCUREMENT PROGRAM WEBSITES:

Select Sources of Supply for Environmentally Preferable Products and Services

GSA: <http://www.gsa.gov/environ>

DLA: <http://www.dscl.dla.mil/catalogs/catalog.htm>

Energy Star®: <http://www.energystar.gov/> (note: Energy Star® does not sell products, but provides a list of manufacturers and their certified products)

JWOD: <http://www.nib.org/JWOD%20Catalog/index.html>

UNICOR: www.unicor.gov/about/ecycle.htm

FEMP: http://oahu.lbl.gov/cgi-bin/search_data.pl

Determining EPP Attributes for Specific Purchase Types

For paints, carpet, office supplies, cleaners and particle board purchases:

<http://www.greenseal.org/recommendations.htm>

For cleaners: <http://www.epa.gov/opptintr/epp/cleaners/select/>

For construction projects: <http://www.epa.gov/opptintr/epp/tools/bees.htm>

GPP Compliant Product Listings

CPG: <http://www.epa.gov/cpg/products.htm> and [Comprehensive Procurement Guidelines Chart](#)

Biobased: <http://www.biobased.oce.usda.gov/public/index.cfm>

FEMP: <http://oahu.lbl.gov>

Energy Star: http://www.energystar.gov/index.cfm?fuseaction=find_a_product.

Alternatives to Ozone-Depleting Substances:

<http://www.epa.gov/ozone/snap/lists/index.html>

Resources for EPP Product Selection

EPA Database of Environmentally Preferable Products and Services:

<http://yosemite1.epa.gov/oppt/eppstand2.nsf>

- 1.39 SPILL CONTROL and RESPONSE
- 1.39.1 The contractor shall conduct all operations to minimize the possibility of a spill or release of a hazardous material or pollutant.
- 1.39.2 All hazardous materials or pollutants must be stored on containment pallets, in containment storage cabinets (contractor must assure material in the cabinets are compatible) or in a diked/bermed area.
- 1.39.3 Notify the COR and VA Safety Officer of the storage location of hazardous materials or pollutants when they come on the installation.
- 1.39.6 The contractor must have a spill kit on site at all times with the appropriate type and amount of containment material for the materials on site.
- 1.39.7 The contractor shall reimburse the Government for all clean up and disposal costs.
- 1.39.8 The contractor is responsible for the actions of all subcontractors.

2.0 PRODUCTS NOT USED**3.0 EXECUTION NOT USED**WAGE DETERMINATION

General Decision Number: MI080060 05/01/2009 MI60

Superseded General Decision Number: MI20070060

State: Michigan

Construction Types: Building and Heavy

County: Washtenaw County in Michigan.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories); HEAVY CONSTRUCTION PROJECTS (does not include airport or bridge construction projects, or sewer or water line work if it is incidental to a highway construction project)

Modification Number Publication Date

0	02/08/2008
1	02/15/2008
2	03/21/2008
3	04/04/2008
4	04/11/2008
5	05/02/2008
6	06/06/2008
7	06/13/2008
8	07/11/2008
9	07/18/2008
10	07/25/2008
11	08/08/2008
12	08/15/2008
13	08/22/2008
14	09/05/2008
15	10/17/2008
16	10/31/2008
17	11/07/2008
18	11/28/2008
19	12/05/2008
20	12/12/2008
21	01/16/2009
22	01/23/2009
23	02/20/2009
24	03/06/2009
25	04/03/2009
26	05/01/2009

* ASBE0047-003 07/01/2008

TOWNSHIPS OF BRIDGEWATER, DEXTER, FREEDOM, LIMA, LYNDON,
MANCHESTER, SHARON AND SYLVAN:

	Rates	Fringes
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ASBESTOS WORKER/INSULATOR

Includes the application
of all insulating
materials, protective
coverings, coatings and
finishings to all types of
mechanical systems.....\$ 27.97 14.81

BOIL0169-001 07/01/2008

	Rates	Fringes
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BOILERMAKER.....	\$ 31.953	20.869
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BRMI0009-019 08/01/2008

	Rates	Fringes
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BRICKLAYER.....	\$ 32.02	15.52
CEMENT MASON/CONCRETE FINISHER...	\$ 32.02	15.52
PLASTERER.....	\$ 32.02	15.52

FOOTNOTES: Sand blasting: \$0.25 per hour additional. Two
point swing stage: \$0.50 per hour additional.

BRMI0032-001 06/01/2008

	Rates	Fringes
MARBLE FINISHER.....	\$ 24.93	15.43
MARBLE SETTER.....	\$ 31.25	15.43
TERRAZZO FINISHER.....	\$ 25.39	15.43
TERRAZZO WORKER.....	\$ 30.72	15.43
TILE FINISHER.....	\$ 24.95	15.43
TILE SETTER.....	\$ 30.67	15.43

FOOTNOTES:

Work on scaffolding over 15 ft.: \$1.25 per hour additional.

Swing stage work: \$1.50 per hour additional.

Terrazzo grinding: \$0.50 per hour above the terrazzo finisher
rate.

Terrazzo work grinding vertical work and stairs: \$1.50 per
hour above the terrazzo finisher rate.

CARP0687-003 06/01/2007

	Rates	Fringes
CARPENTER		
DRYWALL HANGER.....	\$ 26.88	15.27
Diver.....	\$ 33.19	17.65
Piledriver.....	\$ 26.597	25.08%+8.916

FOOTNOTES:

Piledrivers:

Loftsperson or sticker: \$0.55 per hour additional.

Loftsperson or sticker on heights over 150 feet: \$0.80
per hour additional.

Welder: \$0.55 per hour additional.

CARP1045-003 06/01/2008

	Rates	Fringes
LATHER.....	\$ 23.69	13.52

CARP1045-007 06/01/2008

	Rates	Fringes
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FLOOR LAYER: CARPET (SOFT)

FLOOR.....	\$ 29.10	14.117
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CARP1102-003 06/01/2008

	Rates	Fringes
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MILLWRIGHT.....	\$ 28.35	27.02
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* ELEC0252-003 06/02/2008

LVINGSTON COUNTY: Townships of Green Oak, Hamburg, Putnam and Unadilla

INGHAM COUNTY: Townships of Bunker Hill, Leslie, Onondaga and Stockbridge

	Rates	Fringes
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ELECTRICIAN

Electrician.....	\$ 38.60	15.84
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Telcommunications: Work on

TV monitoring and

surveillance, background-

foreground music, intercom

and telephone

interconnect, inventory

control systems, microwave

transmission, multi media,

multiplex, radio page,

school intercom and sound,

burglar alarms and low

voltage master clock

systems. EXCLUDES: raceway

systems, energy management

systems other than

residential, life safety

systems (all buildings

having floors located more

than 75 ft. above the

lowest floor level having

building access), SCADA

(Supervisory Control and

Data Acquisition) where

not intrinsic to the above

listed systems (in the

scope), fire alarm systems

other than residential,

and nurse call systems):

All other work.....	\$ 23.95	10.21
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* ELEC0876-003 06/02/2008

	Rates	Fringes
LINE CONSTRUCTION		
Cable splicer.....	\$ 33.85	4.75+23.75%
Light equipment operator/ground person/truck driver/ground person (winch, A-frame, diggers when used for distribution line truck and used for distribution work.		
Distribution truck driver, 5th wheel type trucks, bucket trucks, ladder trucks and all live boom trucks, all equipment 85 hp. or under).....	\$ 21.42	4.75+23.75%
Line technician.....	\$ 32.51	4.75+23.75%
Operator/ground person (digger, tractor and setting rig with tracks or rough terrain vehicle, large bombardier, backhoe over 85 hp, hydraulic crane 10 ton or over).....	\$ 24.45	4.75+23.75%
Truck driver/ground person (trucks with winch or boom or dump, other than distribution work).....	\$ 20.39	4.75+23.75%

FOOTNOTE: Operators of 5/8 yd. rated capacity backhoe or over, and operators of 25 ton, rated capacity, crane or over, and operators of heavy duty tension or pulling machinery on 345 KV and above, shall receive the line technician rate of pay.

ELEV0085-006 01/01/2009

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 41.50	18.285

FOOTNOTE:

Vacation Pay: 8% with 5 or more years of service, 6% for 6 months to 5 years service.

Paid Holidays: New Years Day, Memorial Day, Independence

Day, Labor Day, Veterans Day, Thanksgiving Day and Friday
after, and Christmas Day.

* ENGI0324-008 10/01/2008

ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY,
BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX,
CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA,
DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND
TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA,
IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT,
KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE,
MACKINAC, MACOMB, MANISTEE, MARQUETTE, MASON, MECOSTA,
MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MONROE,
MUSKEGON, NEWAYGO, OAKLAND, OCEANA, OGEMAW, ONTONAGON, OSCEOLA,
OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST.
CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA,
VAN BUREN, WASHTENAW, WAYNE AND WEXFORD COUNTIES

Rates Fringes

POWER EQUIPMENT OPERATOR

(Sewer Relining)

GROUP 1.....	\$ 27.82	11.35
GROUP 2.....	\$ 26.29	11.35

SEWER RELINING CLASSIFICATIONS

GROUP 1: Operation of audio-visual closed circuit TV system,
including remote in-ground cutter and other equipment used
in connection with the CCTV system

GROUP 2: Operation of hot water heaters and circulation
systems, water jetters and vacuum and mechanical debris
removal systems

* ENGI0324-011 06/01/2008

Rates Fringes

POWER EQUIPMENT OPERATOR

(Steel Erection)

GROUP 1.....	\$ 42.07	17.30
GROUP 2.....	\$ 43.07	17.30
GROUP 3.....	\$ 40.57	17.30
GROUP 4.....	\$ 41.57	17.30
GROUP 5.....	\$ 39.07	17.30
GROUP 6.....	\$ 40.07	17.30
GROUP 7.....	\$ 38.80	17.30
GROUP 8.....	\$ 39.80	17.30
GROUP 9.....	\$ 38.35	17.30
GROUP 10.....	\$ 39.35	17.30

GROUP 11.....	\$ 37.62	17.30
GROUP 12.....	\$ 38.62	17.30
GROUP 13.....	\$ 37.26	17.30
GROUP 14.....	\$ 38.26	17.30
GROUP 15.....	\$ 36.62	17.30
GROUP 16.....	\$ 29.81	17.30
GROUP 17.....	\$ 28.40	17.30
GROUP 18.....	\$ 35.57	17.30

FOOTNOTE:

Paid Holidays: New Year's Day, Memorial Day, Fourth of July,
Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Engineer when operating combination of boom and jib
400' or longer

GROUP 2: Engineer when operating combination of boom and jib
400' or longer on a crane that requires an oiler

GROUP 3: Engineer when operating combination of boom and jib
300' or longer

GROUP 4: Engineer when operating combination of boom and jib
300' or longer on a crane that requires an oiler

GROUP 5: Engineer when operating combination of boom and jib
220' or longer

GROUP 6: Engineer when operating combination of boom and jib
220' or longer on a crane that requires an oiler

GROUP 7: Engineer when operating combination of boom and jib
140' or longer

GROUP 8: Engineer when operating combination of boom and jib
140' or longer on a crane that requires an oiler

GROUP 9: Tower crane and derrick operator (where operator's
work station is 50 ft. or more above first sub-level)

GROUP 10: Tower crane and derrick operator (where operator's
work station is 50 ft. or more above first sub-level) on a
crane that requires an oiler

GROUP 11: Engineer when operating combination of boom and jib
120' or longer

GROUP 12: Engineer when operating combination of boom and jib
120' or longer on a crane that requires an oiler

GROUP 13: Crane operator; job mechanic; 3 drum hoist and excavator

GROUP 14: Crane operator on a crane that requires an oiler

GROUP 15: Hoisting operator; 2 drum hoist and rubber tire backhoe

GROUP 16: Compressor or welder operator

GROUP 17: Oiler

GROUP 18: Forklift and 1 drum hoist

* ENGI0324-019 09/01/2008

ZONE 1: Livingston, Washtenaw, Wayne, Macomb, Monroe and Oakland

ZONE 2: Ingham, Lenawee and Shiawassee

Rates Fringes

POWER EQUIPMENT OPERATOR

(Underground construction-
includes sewer)

AREA 1

GROUP 1.....	\$ 29.18	16.80
GROUP 2.....	\$ 24.45	16.80
GROUP 3.....	\$ 23.72	16.80
GROUP 4.....	\$ 23.15	16.80

Power equipment operators -
underground construction
(includes sewer):

AREA 2

GROUP 1.....	\$ 27.47	16.80
GROUP 2.....	\$ 22.58	16.80
GROUP 3.....	\$ 22.08	16.80
GROUP 4.....	\$ 21.80	16.80

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backfiller tamper; Backhoe; Batch plant operator (concrete); Clamshell; Concrete paver (2 drums or larger); Conveyor loader (Euclid type); Crane (crawler, truck type or pile driving); Dozer; Dragline; Elevating grader; Endloader; Gradall (and similar type machine); Grader; Mechanic; Power shovel; Roller (asphalt); Scraper (self-propelled or tractor drawn); Side boom tractor (type D-4 or equivalent and larger); Slip form paver; Slope paver; Trencher (over 8 ft. digging capacity); Well drilling rig; Concrete pump with boom operator and Hydro Excavator

GROUP 2: Boom truck (power swing type boom); Crusher; Hoist; Pump (1 or more-6-in. discharge or larger-gas or diesel-powered or powered by generator of 300 amperes or more-inclusive of generator); Side boom tractor (smaller than type D-4 or equivalent); Tractor (pneu-tired, other than backhoe or front end loader); Trencher (8-ft. digging capacity and smaller) and Vac Truck

GROUP 3: Air compressors (600 cfm or larger); Air compressors (2 or more-less than 600 cfm); Boom truck (non-swinging, non-powered type boom); Concrete breaker (self-propelled or truck mounted - includes compressor); Concrete paver (1 drum-1/2 yd. or larger); Elevator (other than passenger); Maintenance person; Pump (2 or more-4-in. up to 6-in. discharge-gas or diesel powered-excluding submersible pumps); Pumpcrete machine (and similar equipment); Wagon drill (multiple); Welding machine or generator (2 or more-300 amp. or larger-gas or diesel powered)

GROUP 4: Boiler; Concrete saw (40 hp or over); Curing machine (self-propelled); Farm tractor (with attachment); Finishing machine (concrete); Fire person; Hydraulic pipe pushing machine; Mulching equipment; Oiler; Pumps (2 or more up to 4-in. discharge, if used 3 hours or more a day, gas or diesel powered - excluding submersible pumps); Roller (other than asphalt); Stump remover; Trencher (service); Vibrating compaction equipment, self-propelled (6 ft. wide or over); End dump operator; Sweeper (Wayne type and similar equipment); Water Wagon; Extend-a boom-forklift

* ENGI0324-020 06/01/2008

Rates Fringes

POWER EQUIPMENT OPERATOR

GROUP 1.....	\$ 37.99	16.75
GROUP 2.....	\$ 36.49	16.75
GROUP 3.....	\$ 34.99	16.75
GROUP 4.....	\$ 34.69	16.75
GROUP 5.....	\$ 33.87	16.75
GROUP 6.....	\$ 33.01	16.75
GROUP 7.....	\$ 32.04	16.75
GROUP 8.....	\$ 30.33	16.75
GROUP 9.....	\$ 23.02	16.75
GROUP 10.....	\$ 21.99	16.75

FOOTNOTES:

Tower cranes: to be paid the crane operator rate determined by the combined length of the mast and the boom. If the worker must climb 50 ft. or more to the work station, \$.25 per hour additional.

Derrick and cranes where the operator must climb 50 ft. or more to the work station, \$.25 per hour additional to the applicable crane operator rate.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane with boom and jib or leads 400' or longer

GROUP 2: Crane with boom and jib or leads 300' or longer

GROUP 3: Crane with boom and jib or leads 220' or longer

GROUP 4: Crane with boom and jib or leads 140' or longer

GROUP 5: Crane with boom and jib or leads 120' or longer

GROUP 6: Regular crane operator, job mechanic, and concrete pump with boom operator

GROUP 7: Regular enginee, Hydro-Excavator, Remote Controlled Concrete Breaker

GROUP 8: Engineer when operating forklift, lull, extend-a-boom forklift

GROUP 9: Engineer when operating compressor or welding machine

GROUP 10: Fire tender or oiler

* ENGI0325-003 10/01/2008

AREA 1: LIVINGSTON, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES

AREA 2: INGHAM, LENAWEЕ AND SHIAWASSEE COUNTIES

Rates Fringes

Power equipment operators -
hazardous waste removal:
(AREA 1)

LEVEL A:

Crane operator, mechanic,
dragline operator, boom
truck operator and
concrete pump with boom
operator,power shovel
operators.....\$ 32.70 16.75

Engineer when operating
crane with boom and jib
or leads 140' or longer....\$ 34.38 16.75

Engineer when operating

crane with boom and jib or leads 220' or longer.....\$ 34.68	16.75
GROUP 1.....\$ 31.73	16.75
GROUP 2.....\$ 27.50	16.75

LEVEL B AND C:

Crane operator, mechanic, dragline operator, boom truck operator, concrete pump with boom operator, power shovel operator.....\$ 31.75	16.75
Engineer when operating crane with boom and jib or leads 140' or longer.....\$ 33.43	16.75
Engineer when operating crane with boom and jib or leads 220' or longer.....\$ 33.73	16.75
GROUP 1.....\$ 30.78	16.75
GROUP 2.....\$ 26.55	16.75

LEVEL D WHEN CAPPING

LANDFILL:

Crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....\$ 29.58	16.75
Engineer when operating crane with boom and jib or leads 140' or longer.....\$ 31.88	16.75
Engineer when operating crane with boom and jib or leads 220' or longer.....\$ 32.18	16.75
GROUP 1.....\$ 29.23	16.75
GROUP 2.....\$ 25.00	16.75

LEVEL D:

Crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....\$ 30.45	16.75
Engineer when operating crane with boom and jib or leads 220' or longer.....\$ 32.43	16.75
Engineer when Operating Crane with Boom and Jib or Leads 140' or Longer.....\$ 32.13	16.75
GROUP 1.....\$ 29.48	16.75
GROUP 2.....\$ 25.25	16.75

Power equipment operators -
hazardous waste removal:
(AREA 2)

LEVEL A:

Crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....	\$ 30.99	16.75
Engineer when operating crane with boom and jib or leads 140' or longer....	\$ 32.67	16.75
Engineer when operating crane with boom and jib or leads 220' or longer....	\$ 32.97	16.75
GROUP 1.....	\$ 30.02	16.75
GROUP 2.....	\$ 25.62	16.75

LEVEL B AND C:

Crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....	\$ 30.04	16.75
Engineer when operating crane with boom and jib or leads 140' or longer....	\$ 31.61	16.75
Engineer when operating crane with boom and jib or leads 220' or longer....	\$ 31.93	16.75
GROUP 1.....	\$ 29.07	16.75
GROUP 2.....	\$ 24.68	16.75

LEVEL D WHEN CAPPING

LANDFILL:

Crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....	\$ 28.49	16.75
Engineer when operating crane with boom and jib or leads 140' or longer....	\$ 30.17	16.75
Engineer when operating crane with boom and jib or leads 220' or longer....	\$ 30.47	16.75
GROUP 1.....	\$ 27.52	16.75
GROUP 2.....	\$ 23.13	16.75

LEVEL D:

Crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....	\$ 28.74	16.75
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Engineer when operating crane with boom and jib or leads 220' or longer....	\$ 30.72	16.75
Engineer when OperatingCrane with Boom and Jib or Leads 140' or Longer.....	\$ 30.42	16.75
GROUP 1.....	\$ 27.77	16.75
GROUP 2.....	\$ 23.38	16.75

HAZARDOUS WASTE REMOVAL CLASSIFICATIONS

GROUP 1: Backhoe, batch plant operator, clamshell, concrete breaker when attached to hoe, concrete cleaning decontamination machine operator, concrete pump, concrete paver, crusher, dozer, elevating grader, endloader, farm tractor (90 h.p. and higher), gradall, grader, heavy equipment robotics operator, loader, pug mill, pumpcrete machines, pump trucks, roller, scraper (self-propelled or tractor drawn), side boom tractor, slip form paver, slope paver, trencher, ultra high pressure waterjet cutting tool system operator, vactors, vacuum blasting machine operator, vertical lifting hoist, vibrating compaction equipment (self-propelled), well drilling rig, hydro excavator

GROUP 2: Air compressor, concrete breaker when not attached to hoe, elevator, end dumps, equipment decontamination operator, farm tractor (less than 90 h.p.), forklift, generator, heater, mulcher, pigs (portable reagent storage tanks), power screens, pumps (water), stationary compressed air plant, sweeper, welding machine and water wagon

* ENGI0325-016 05/01/2008

Rates Fringes

POWER EQUIPMENT OPERATOR (Gas Distribution and Duct Installation Work)

GROUP 1.....	\$ 25.98	16.75
GROUP 2.....	\$ 25.85	16.75
GROUP 3.....	\$ 24.72	16.75
GROUP 4.....	\$ 24.15	16.75

SCOPE OF WORK:

The construction, installation, treating and reconditioning of pipelines transporting gas vapors within cities, towns, subdivisions, suburban areas, or within private property boundaries, up to and including private meter settings of private industrial, governmental or other premises, more commonly referred to as "distribution work," starting from the first metering station, connection, similar or related facility, of the main or cross country pipeline and

including duct installation.

POWER EQUIPMENT - GAS DISTRIBUTION CLASSIFICATIONS

GROUP 1: Backhoe, crane, grader, mechanic, dozer (D-6 equivalent or larger), side boom (D-4 equivalent or larger), trencher(except service), endloader (2 yd. capacity or greater)

GROUP 2: Dozer (less than D-6 equivalent), endloader (under 2 yd. capacity), side boom (under D-4 capacity), backfiller, pumps (1 or 2 of 6-inch discharge or greater), boom truck (with powered boom), tractor (wheel type other than backhoe or front endloader)

GROUP 3: Tamper (self-propelled), boom truck (with non-powered boom), concrete saw (20 hp or larger), pumps (2 to 4 under 6-inch discharge), compressor (2 or more or when one is used continuously into the second day) and trencher (service).

GROUP 4: Oiler, hydraulic pipe pushing machine, grease person and hydrostatic testing operator

* IRON0025-011 04/01/2008

	Rates	Fringes
IRONWORKER (Pre-engineered metal building)		
EAST OF US #23.....	\$ 21.35	20.27
WEST OF US #23.....	\$ 20.13	19.27

* IRON0025-023 06/01/2008

	Rates	Fringes
IRONWORKER		
Machinery mover, rigger and machinery erector.....	\$ 27.64	27.69

* LABO0005-017 10/01/2008

ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MACOMB, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MONROE, MUSKEGON, NEWAYGO, OAKLAND, OCEANA, OGEMAW, ONTONAGON, OSCEOLA,

OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST.
CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA,
VAN BUREN, WASHTENAW, WAYNE AND WEXFORD COUNTIES

Rates Fringes

Laborers - hazardous waste
abatement:

Work performed inside the building and up to and including 5 ft. outside the building: Level A, B or C.....\$ 27.21	11.34
Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also, Level D.....\$ 26.21	11.34
Work performed over 5 ft. outside the building: Level A, B or C.....\$ 23.02	9.74
Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also, Level D.....\$ 22.02	9.74

LABO0259-002 08/01/2008

Rates Fringes

Asbestos Laborer

Includes removing and disposing of all insulation materials from walls, ceilings, floors, columns, and all other non- mechanical surfaces; and removal of insulating materials from mechanical systems that are to be demolished; loading/unloading of bagged and tagged materials at the disposal site (includes lead paint abatement clean-up).....\$ 24.53	9.45
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LABO0259-007 09/01/2008

Rates Fringes

Laborers - tunnel, shaft and
caisson:

GROUP 1.....	\$ 22.32	9.80
GROUP 2.....	\$ 22.41	9.80
GROUP 3.....	\$ 22.51	9.80
GROUP 4.....	\$ 22.67	9.80
GROUP 5.....	\$ 22.93	9.80
GROUP 6.....	\$ 23.24	9.80
GROUP 7.....	\$ 15.51	9.80

SCOPE OF WORK:

Tunnel, shaft and caisson work of every type and description and all operations incidental thereto, including, but not limited to, shafts and tunnels for sewers, water, subways, transportation, diversion, sewerage, caverns, shelters, aquifers, reservoirs, missile silos and steel sheeting for underground construction.

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Tunnel, shaft and caisson laborer, dump, shanty, hog house tender, testing (on gas), watchman

GROUP 2: Manhole, headwall, catch basin builder, bricklayer tender, mortar, material mixer, fence erector and guard rail builder

GROUP 3: Air tool operator (jackhammer, bush hammer and grinder), first bottom, second bottom, cage tender, car pusher, carrier, concrete, concrete form, concrete repair, cement invert laborer, cement finisher, concrete shoveler, conveyor, floor, gasoline and electric tool operator, gunite, grout operator, welder, heading dinky person, inside lock tender, pea gravel operator, pump person, outside lock tender, scaffold, top signal person, switch person, track, tugger, utility person, vibrator, winch operator, pipe jacking, wagon drill and air track operator and concrete saw operator (under 40 h.p.)

GROUP 4: Tunnel, shaft and caisson mucker, bracer, liner plate, long haul dinky driver and well point

GROUP 5: Tunnel, shaft and caisson miner, drill runner, key board operator, power knife operator, reinforced steel or mesh (e.g. wire mesh, steel mats, dowel bars, etc.)

GROUP 6: Dynamite and powder

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips,

planter boxes, flagstones, etc.

LABO0334-003 09/01/2008

	Rates	Fringes
Laborers - open cut:		
GROUP 1.....	\$ 21.73	10.14
GROUP 2.....	\$ 21.84	10.14
GROUP 3.....	\$ 21.96	10.14
GROUP 4.....	\$ 22.03	10.14
GROUP 5.....	\$ 22.18	10.14
GROUP 6.....	\$ 19.48	10.14
GROUP 7.....	\$ 16.12	10.14

SCOPE OF WORK:

Open cut construction work shall be construed to mean work which requires the excavation of earth including industrial, commercial and residential building site excavation and preparation, land balancing, demolition and removal of concrete and underground appurtenances, grading, paving, sewers, utilities and improvements; retention, oxidation, flocculation and irrigation facilities, and also including but not limited to underground piping, conduits, steel sheeting for underground construction, and all work incidental thereto, and general excavation.

Open cut construction work shall also be construed to mean waterfront work, piers, docks, seawalls, breakwalls, marinas and all incidental work. Open cut construction work shall not include any structural modifications, alterations, additions and repairs to buildings, or highway work, including roads, streets, bridge construction and parking lots or steel erection work and excavation for the building itself and back filling inside of and within 5 ft. of the building and foundations, footings and piers for the building. Open cut construction work shall not include any work covered under Tunnel, Shaft and Caisson work.

LABORER CLASSIFICATIONS

GROUP 1: Construction laborer

GROUP 2: Mortar and material mixer, concrete form person, signal person, well point person, manhole, headwall and catch basin builder, guard rail builder, headwall, seawall, breakwall, dock builder and fence erector

GROUP 3: Air, gasoline and electric tool operator, vibrator operator, driller, pump person, tar kettle operator, bracer, rodman, reinforced steel or mesh person (e.g., wire mesh, steel mats, dowel bars, etc.), welder, pipe jacking and boring person, wagon drill and air track operator and

concrete saw operator (under 40 h.p.), windlass and tugger person and directional boring person, cement finisher

GROUP 4: Trench or excavating grade person

GROUP 5: Pipe layer (including crock, metal pipe, multi-plate or other conduits)

GROUP 6: Grouting person, audio-visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work, installation and repair of water service pipe appurtenances

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

LABO0334-006 07/01/2008

	Rates	Fringes
Landscape Laborer		
GROUP 1.....	\$ 19.36	5.80
GROUP 2.....	\$ 15.14	5.80

LANDSCAPE LABORER CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator and lawn sprinkler installer

GROUP 2: Landscape laborer: small power tool operator, material mover, truck driver and lawn sprinkler installer tender

LABO0499-001 07/01/2008

Livingston County: Only South of M-59 and east of Pinckney Road and Dexter-Pinckney Road south of Howell to and including Pinckney

	Rates	Fringes
Plasterer tender(including Plastering Machine Operator).....	\$ 26.49	13.25

LABO0959-003 08/01/2008

	Rates	Fringes
Laborers:		

GROUP 1.....	\$ 26.21	11.30
GROUP 2.....	\$ 26.41	11.30
GROUP 3.....	\$ 26.71	11.30
GROUP 4.....	\$ 26.53	11.30
GROUP 5.....	\$ 25.42	11.30
GROUP 6.....	\$ 23.21	11.30

FOOTNOTE:

Work on 2 point swing stage, scaffold supported from above:
\$.20 per hour additional.

LABORER CLASSIFICATIONS

GROUP 1: Construction laborers except for classifications falling within specified groups, and drywall handlers, Jobsite clean up , Demolition laborer

GROUP 2: Mortar mixer; material mixer (whether done by hand or machine); air, gas, electric tool operator; power buggy operator; scaffold builder or dismantler; windlass operator; tar and kettle operator; stone setter, tender

GROUP 3: All jack hammering and chipping on concrete

GROUP 4: Crock or pipe laborer, caisson worker

GROUP 5: Rod person, watchman

GROUP 6:"Final Cleaning" Washing or cleaning of walls, partitions, ceiling, windows, bathrooms, kitchen, laboratory and all fixtures and facilities therein; clean-up, mopping, washing, waxing, and polishing or dusting of all floors or areas, final clean up

* LABO1076-006 04/01/2009

ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LA KE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MACOMB, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MONROE, MUSKEGON, NEWAYGO, OAKLAND, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN, WASHTENAW, WAYNE AND WEXFORD COUNTIES

Rates Fringes

LABORER (Distribution rates)

Telephone Work (Zone 1)....\$ 17.79	10.95
Telephone Work (Zone 2)....\$ 16.41	10.95
Telephone Work: (Zone 3)....\$ 12.49	10.95
Telephone Work: (Zone 4)....\$ 12.86	10.95
Telephone Work: (Zone 5)....\$ 12.16	10.95
Zone 1: All other work.....\$ 17.79	10.95
Zone 2: All other work.....\$ 16.41	10.95
Zone 3: All other work.....\$ 14.69	10.95
Zone 4: All other work.....\$ 14.06	10.95
Zone 5: All other work.....\$ 14.06	10.95

SCOPE OF WORK:

Construction, installation, treating and reconditioning of distribution pipelines transporting coal, oil, gas, or other similar materials, vapors or liquids, including portions of such pipelines within private property boundaries, up to and including the meter settings on residential, commercial, industrial, institutional, private and public structures. All work covering pumping stations and tank farms not covered under another rate. Distribution work also includes all other distribution lines for public utilities except sewer, water and cable television, but including telephone lines and duct.

Duct Work Pay: \$.40 per hour above the base pay rate.

Zones:

Zone 1-Macomb,Oakland and Wayne

Zone 2-Monroe and Washtenaw

Zone 3-Bay, Genesee, Lapeer, Midland, Saginaw, Sanilac, Shiawassee and St. Clair

Zone 4-Alger, Baraga, Chippewa, Delta, Dickinson,Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinaw, Marquette, Menominee, Ontonagon and Schoolcraft

Zone 5-Remaining counties in Michigan

PAIN0022-006 07/01/2008

Rates	Fringes
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DRYWALL FINISHER/TAPER.....\$ 25.75	14.75
PAINTER.....\$ 25.06	14.75

FOOTNOTES:

Drywall finisher:

Work spraying texture: \$0.50 per hour additional.

Painter:

For all spray work and journeyman rigging for spray work, also blowing off, \$0.80 per hour additional (applies

only to workers doing rigging for spray work on off the floor work. Does not include setting up or moving rigging on floor surfaces, nor does it apply to workers engaged in covering up or tending spray equipment.

For all sandblasting and spray work performed on highway bridges, overpasses, tanks or steel, \$0.80 per hour additional.

For all brushing, cleaning and other preparatory work (other than spraying or steeplejack work) at scaffold heights of fifty (50) feet from the ground or higher, \$0.50 per hour additional.

For all preparatorial work and painting performed on open steel under forty (40) feet when no scaffolding is involved, \$0.50 per hour additional.

For all swing stage work - window jacks and window belts - exterior and interior, \$0.50 per hour additional.

For all spray work and sandblaster work to a scaffold height of forty (40) feet above the floor level, \$0.80 per hour additional.

For all preparatorial work and painting on all highway bridges or overpasses up to forty (40) feet in height, \$0.50 per hour additional.

For all steeplejack work performed where the elevation is forty (40) feet or more, \$1.25 per hour additional.

PAIN0357-005 06/01/2008

	Rates	Fringes
GLAZIER.....	\$ 29.20	14.56

PAID HOLIDAYS: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day; provided that the employee has worked the last full regular scheduled work day prior to the holiday, and the first full regular scheduled work day following the holiday, provided the employee is physically able to work.

* PLUM0190-004 06/01/2007

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 35.52	15.65

PLUM0190-006 05/01/2008

	Rates	Fringes
Gas Distribution Pipeline		
Welding in conjunction		
with gas distribution		
pipeline work.....	\$ 27.63	15.64
All other work.....	\$ 20.26	9.90

 ROOF0070-007 06/01/2008

	Rates	Fringes
ROOFER, Including Built Up, Composition and Single Ply Roofs.....	\$ 31.83	12.10

FOOTNOTE: Work on jobs being monitored for asbestos or while required to wear asbestos-related clothing or equipment: \$0.50 per hour additional.

 SFMI0704-001 01/01/2009

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 39.78	18.09

 * SHEE0080-004 06/01/2008

	Rates	Fringes
SHEET METAL WORKER.....	\$ 33.45	23.77

 * TEAM0247-001 06/01/2008

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 24.295	a
GROUP 2.....	\$ 24.395	a
GROUP 3.....	\$ 24.545	a

PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If any of the above holidays fall on a Sunday, the following Monday shall be considered the holiday and, if work is performed, the rate shall be double time.

FOOTNOTE:

- a. \$278.55 per week, plus \$36.70 per day, plus the following vacation pay:
- Drivers who have been in the employ of their company for 3 years or less: \$0.60 per hour.
- Drivers who have been in the employ of their company for 4 through 10 years: \$1.00 per hour.
- Drivers who have been in the employ of their company for 11 through 15 years: \$1.45 per hour.
- Drivers who have been in the employ of their company for 16 years and longer: \$1.85 per hour.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Truck driver on all trucks except semi trucks or tractor trailers, pole trailers, lowboys, straddle carriers, double bottom and special load permit vehicles

GROUP 2: Truck driver on semi trucks or tractor trailers except pole trailer driver, lowboy driver, straddle carriers, double bottom and special load permit vehicles

GROUP 3: Pole trailer driver, lowboy driver, straddle carriers, double bottom driver and special permit driver, fuel truck driver, bus driver and water truck driver

* TEAM0247-011 06/01/2008

Rates Fringes

TRUCK DRIVER (Underground construction)

GROUP 1.....	\$ 24.295	a
GROUP 2.....	\$ 24.395	a
GROUP 3.....	\$ 24.545	a

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

SCOPE OF WORK: Excavation, site preparation, land balancing, grading, sewers, utilities and improvements; also including, but not limited to, tunnels, underground piping, retention, oxidation, flocculation facilities, conduits, general excavation and steel sheeting for underground construction. Underground construction work shall not include any structural modifications, alterations, additions and repairs to buildings or highway work, including roads, streets, bridge construction and parking lots or steel erection.

FOOTNOTE:

a. 278.55 per week+36.70 per day.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Truck driver on all trucks (EXCEPT dump trucks of 8 cubic yards capacity or over, pole trailers, semis, low boys, Euclid, double bottom and fuel trucks)

GROUP 2: Truck driver on dump trucks of 8 cubic yards capacity or over, pole trailers, semis and fuel trucks

GROUP 3: Truck driver on low boy, Euclid and double bottom

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION